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## The Solicitors' Journal.

LONDON, DECEMBER 26, 1868.

LORD CAIRNS has declined the vacant Lord Justiceship of Appeal in Chancery, his Lordship's medical adviser having, as we understand, pressed upon him the necessity for rest and change of climate. Lord Cairns, we believe, intends visiting the South of Italy. This being so, the alternative appointment which we mentioned last week will take place, Vice-Chancellor Giffard becoming Lord Justice and being succeeded in his own Court by Mr. W. M. James, Q.C.

THE JUDGMENT OF THE PRIVY COUNCIL delivered on Wednesday last in *Martin v. Mackonochie* completes the victory won in that case by the Church Association over the English Church Union. With the theological consequences of the decision we have of course nothing to do, but our readers will doubtless be interested by a very concise account of the important legal questions which have now been finally adjudicated upon.

Two points and two only were raised on the appeal. First, whether two lights might be lawfully used on the communion-table during the communion service, at a time when they were not necessary for the purpose of giving light; and secondly, whether the minister was at liberty to kneel during the prayer of consecration.

With regard to the first point Mr. Mackonochie relied mainly on the authority of certain royal injunctions issued in the year 1547, which, while abolishing a number of practices previously in use, suffered to remain "two lights on the high altar before the sacrament, for the signification that Christ is the very true light of the world." These injunctions, it was alleged, were in force "by authority of Parliament" (having been issued under the Supremacy and Proclamation Acts of King Henry VIII), in the second year of Edward VI, and were, therefore, a part of the law referred to in the "ornament" rubric by which our prayer-book is now prefaced. The appellant, on the other hand, contended that that rubric legalised no ornaments except those actually prescribed by the first prayer-book of Edward VI., and among these no mention of lighted candles is to be found. Indeed, Mr. Archibald in his argument went further, and insisted that no ornament was now lawful which was not in actual use by authority of Parliament at the time when the Act of Uniformity of Charles II. was passed (1662). This construction certainly seems to narrow the meaning of the words of the rubric beyond what the framers of it intended, but it has the high authority of Sir Roundell Palmer's opinion in its favour. The Judicial Committee did not adopt it in its entirety, nor, indeed, was it necessary to their decision that they should.

The Court have given judgment for the appellant on two grounds. First, considering the lighted candles as "ceremonies or parts of a ceremony," they hold them prohibited by the Act of Uniformity of Elizabeth (1 Eliz. c. 2), ss. 4, 27. The injunctions, if ever they were valid, as to which there was a subsidiary question, were repealed by that Act. Secondly, considering them as

"ornaments," the Court hold them not to be within the true meaning of the "ornament" rubric, which they regard as only including such ornaments as were in use in the second year of Edward VI., and were prescribed by the authority of the first prayer-book put forth in that reign under the first Act of Uniformity, and as lights were not "prescribed" by that book, they may not be lawfully used. In this view they are supported by the judgment in *Westerton v. Liddell* (Moore, pp. 156-166). The decision of the Court is also adverse to Mr. Mackonochie on the second point, and in future it will be illegal for him or any minister of the Church of England to change his attitude during the prayer of consecration from standing to kneeling. The general result of the judgment may be said to be that for the future the practice of the clergy must be entirely regulated by the Acts of Uniformity and the express rubrics of the Prayer-book. In other words, the omission to direct any rite, or ceremony, or ceremonial act, is equivalent to a prohibition of its being used, and its use will be treated as an "unlawful addition to or variation from" the form and order in which public worship is to be performed.

THE BUSINESS IN JUDGES' CHAMBERS relative to the election petitions has disclosed a couple of unforeseen points of new election law. The first, arising out of the Hull and Bodmin petitions, was as to the security for costs required by section 6 of the Act—viz., whether towards providing the £1,000 security by recognizances as required by section 6 of the Act, a petitioner's own recognizance is sufficient. We can hardly consider this as a *casus omisus* in the Act and Rules, because when the object of requiring security is considered, the question almost answers itself. The petitioner is already liable to pay the costs if ordered by the judge, and his own recognizance would be simply nugatory, as a mere promise to pay what the Act already makes him liable to pay. Mr. Justice Willes accordingly, in the Hull and Bodmin cases declared the petitioner's own recognizances to be *pro tanto* insufficient, but allowed time to cure the defect by a deposit of money in Court, under section 9.

The second question seems more doubtful—viz., whether, where, in a constituency returning two members, both returns are petitioned against by the same petition (as empowered by section 22), and both cases are to be tried together, £1,000 security is enough, or whether £2,000 is necessary, one for each case, the Act providing that though the cases may for the sake of convenience be tried at the same time, such petition shall "for all the purposes of the Act be deemed to be a separate petition against each respondent." These latter words seem to imply that a separate security would be required to protect each respondent; and as far as expediency goes, there is this to be observed, that the costs of two cases tried together at one hearing could not be less than the costs of an ordinary single case, and might, be more. Mr. Justice Willes, however, in the Salford and other cases, has held that £1,000 security is sufficient, and he is likely to be right.

IT IS SOMEWHAT strange that a superstition should still linger in the commercial world that the words "value received" are essential to the validity, or at least increase the security, of a bill of exchange or promissory note. Some commercial men are under the mistaken impression that without these words appearing on the face of a bill or note, it is invalid; but the majority entertain the equally erroneous idea that these words estop a party sued upon a bill or note from denying his liability. The fact is simply this, that the words are either mere surplusage or worse than surplusage. A bill or note always imports a consideration, and the party suing is not obliged to prove the consideration; but the party sued is not estopped from showing that he received no consideration. This is equally true whether the words "value received" appear upon the face of the document or not.

Again, Mr. Justice Byles, in his treatise on Bills, lays down as law that the joint effect of 9 & 10 Will. 3, c. 17, and 3 & 4 Anne, c. 9, is to render a protest necessary in the case of inland bills or notes for the payment of £20 and upwards only where the words "value received" appear on the face of the bill or note.

Lastly, when the bill is drawn by A. or C. in favour of B., and the words "value received" are inserted, they are ambiguous, for they may mean value received by A. of B. or by C. of A. From this point of view, as well as from that immediately preceding, the words in question are worse than surplusage—they are objectionable.

IT WAS STATED a few months ago that last Michaelmas Term would probably bring with it actions in the common law courts by shareholders of Overend, Gurney, & Co., against the directors of that concern. Time, however, has gone on, and the courts have not yet witnessed these civil proceedings. Application has now been made to the Lord Mayor, and granted by him, for summonses against several of the directors, on a criminal charge of conspiring by false and fraudulent pretences to induce certain persons to become shareholders in the company. The summonses are returnable at the Justice Room on the 1st of January. In view of these proceedings we shall of course do nothing to prejudice the case against these directors; but we desire to express our satisfaction that the origin of Overend, Gurney, & Co. (Limited) is at length to be brought before a criminal jurisdiction. It would be mere affectation to say that the case is not one for investigation. If there proves to be insufficient ground for a criminal charge against the authors of the prospectus of Overend, Gurney, & Co. (Limited), they will be relieved from all apprehension; if the contrary, no reasonable man would desire that they should be screened.

We would also take this opportunity of repeating what we have before observed, that in joint-stock scandals, more than in any other class of cases, is illustrated the crying need of a Department of Public Prosecution. In the 85th section of the Larceny Act (24 & 25 Vict. c. 96) we have an enactment which constitutes it a misdemeanour for any director, public officer, &c., of a joint-stock company, to circulate or publish any written statement or account, knowing the same to be false, with intent to defraud any shareholder, or creditor, or with intent to induce any person to become a shareholder or partner therein. Since the passing of this Act the joint-stock swindles, whose perpetrators have rendered themselves amenable to this section, are to be numbered by scores, and yet we are not aware of a single instance in which any one has been convicted under the section; and for the simple reason that no one cares to prosecute. We can hardly blame the dupes if, having lost their money in the company, they shrink from the expense of such a prosecution. The result is that the offenders get off scot-free, to exercise their vocation on somebody else. These penalties of the law were not intended to be used for mere *in terrorem* purposes, to wring some modicum of redress or compensation from the wrong-doers, but, even in this light, their weight is merely nil, or the nearest possible approximation to it.

What we want is a Public Prosecution Department, subdivided into divisions appropriated to various classes of offence. There are many reasons for such an institution, besides that which is deducible from the joint-stock system; in the meantime, so far as joint-stock frauds are concerned, the foot of *Pena* "halts," not in the vernacular, but in the military sense.

WE TAKE the following from the *Pall Mall Gazette*:—

Sir Culling Eardley has been granted a free pardon, provided that he absents himself from the country until the period of his sentence shall have expired. He has therefore left for Madeira. It will be remembered that Sir Culling

Eardley was sentenced to imprisonment in January last for bigamy. The reason for his release is stated to be that further confinement might probably kill him.

This paragraph suggests the query whether, if Sir Culling Eardley had been an ordinary convict, his health would have received so much consideration.

THE STATE OF THE BANKRUPTCY LAW is a subject on which we have written so much and so often that nothing but its great and urgent importance could justify our recurring to it. But until the law is thoroughly reformed, it is the duty of reformers to keep the matter constantly before the public. We are, therefore, very glad to see what the Attorney-General said upon the matter the other day to his constituents at Plymouth.

"I quite agree that the present state of the bankruptcy laws is disgraceful to this country. It is cumbersome, it is expensive. It would appear almost devised for extracting as little as you can out of the estate of the bankrupt, and giving every possible facility for fraud. That undoubtedly is a strong condemnation of the state of the law, but it is not stronger than has been pronounced by a great many authorities very much higher than myself."

No doubt the learned gentleman exercised a discreet caution when he went on to say—

"It is a question which must shortly be considered, and as far as I am concerned I should be extremely glad if I were able to introduce a bill on the subject in the ensuing session. But, gentlemen, you are of course aware that I am but a subordinate functionary of the Government, and it is not for me to dispose of the times when measures are to be originated or brought before Parliament. I state to you on this occasion my own opinion. I do not speak on the authority of the Prime Minister."

But it is earnestly to be hoped that Sir Robert Collier or the Government of which he is a member may be able to carry a reform of this part of the law. The country will certainly not be satisfied if they allow evils so grave and so manifest to continue without at least attempting a remedy.

SOME SHORT TIME SINCE we alluded to the circumstance that Mr. Franklin Lushington, who is appointed by the Civil Service Commissioners to examine the selected candidates for the Indian Civil Service on the law of evidence, set questions in his papers which could not be answered out of the prescribed text-books. Since then one of the candidates examined by him in November last has sent in a protest to the Commissioners against this system. The paper then set contained among others the following questions:—

"Explain and illustrate the phrase, 'Confession and avoidance.'"

"What are the essentials of a contract upon which an action may be maintained?"

"Describe the functions of police magistrates."

These questions have about as much to do with the law of evidence as they have with political economy. The instructions issued to the candidates say—

Candidates will also be required to show a fair acquaintance with the leading principles of the law of evidence; and at each periodical examination a paper will be set embracing questions under one or more of the following heads:—

Grounds of belief—Best evidence—Secondary evidence—Hearsay—Confession—Examination of witnesses—Interpretation of writings—The functions of a judge as distinguished from those of a jury.

Questions upon the applications of these principles to the cases heard by candidates in courts of justice will be put to them in the course of a *viva voce* examination on such cases.

The candidates are further directed to procure "Taylor on Evidence." It is, therefore, decidedly unjust to set questions in the papers which cannot be answered out of the prescribed portions of the selected text-books.

This objection goes merely to the *modus operandi* of the examiner; but, with reference to the curriculum

itself, we would further suggest that, since the Anglo-Indian law of evidence contains very material deviations from the English law, the examination in the law of evidence should recognise that fact.

#### REVISING BARRISTERS.

The *Law Magazine and Review* for November contains an article on revising barristers which ought not to be allowed to pass without comment by other legal periodicals. The writer commences by stating that the recent appointments on the Summer Circuit, and the manner in which the duties had been discharged during the autumn, had given general dissatisfaction, and he proposes to discuss the questions whether there is any real ground for this dissatisfaction, and whether any remedy can be devised. Before doing so, however, he gives the names and dates of call to the bar of the gentlemen newly appointed with whom he and, as he says, the Bar and the general public are dissatisfied, and he describes in pointed and forcible language the motives which he, or as he puts it, apparently for the sake of politeness, common report attributes to the judges who made the appointments. He is especially severe upon the appointment of judges' sons. He then brings forward his instances in support of the charge against these gentlemen, that they had not prepared themselves for their duties by previous study, and that many of their decisions were in direct opposition to some of the best known and established principles of election law. Having given the instances, he concludes that he has said enough to show that judges like other folks are frail, and that they do not regard the public interests as they ought. Fortunately, however, for the reputation of the gentlemen so assailed and the judges who appointed them, the reviewer, although he does not give the names of the barristers whose decisions he impugns, does with one single exception give the means of identifying them, by giving the names of the county or borough revised by them. Singularly enough anyone who takes the trouble to go through the list will find that not in one single instance is the barrister whose decisions are thus impugned by the reviewer one of the newly-appointed barristers. They are all barristers who have held the appointment previously, all of considerable standing, very considerably above that which the reviewer subsequently recommends as the standard, and not one of them a judge's son. We have said that there is one single exception where the reviewer does not give the means of identifying the barrister complained of. We happen, however, to know who it was who gave the decision in question, and it does happen that it was one of the newly-appointed barristers, and one of less than seven years' standing, though not a judge's son. We cannot, however, give the reviewer credit for having based his strictures upon the newly-appointed barristers upon even this solitary instance, because it is perfectly clear that the reason why he did not give any means of identifying this barrister was simply because he did not know who the barrister was. The words in which the reviewer states the complaint against this gentleman appeared *verbatim* in our columns of the 10th October last, and, although the reviewer does not in any way refer to us as his authority, there can be no doubt from his using our very words that he knew no more about the matter than we had told him. Thus it turns out that the severe strictures which the reviewer has made upon these recent appointments are absolutely unsupported by any single instance of incapacity, to the knowledge of the reviewer, which is brought forward by him. Of course it might be answered that the former revisers were appointed under the same system, and that the remarks of the reviewer are directed against the system rather than against individuals. Still it is manifestly unfair to publish long lists of names of barristers appointed, together with the names of the judges appointing them, and then, with a view of showing the impropriety of these appointments, to notice wrong decisions

of other barristers. Independently of which, the cases quoted by the reviewer (even if it were clear that they were all erroneous decisions, which, in one instance at all events, is, to say the least of it, doubtful) do not, as we have shown, support the conclusion of the reviewer, that standing at the bar ought to be more regarded than it is. We believe the exact contrary of his conclusion would be more correct, and that the general appointment by the judges of junior barristers known personally to them to be men of ability, would ensure a far better performance of the duties than the appointment of gentlemen whom they assume to be qualified, on the ground of the length of their attendance on circuit or sessions. Although it is of course perfectly true that the judges constantly appoint their own friends, yet we believe their sense of responsibility invariably prevents their appointing junior men without being thoroughly satisfied of their competency, while, if their friend has considerable standing at the bar, and has, moreover, what we cannot but regard as a very doubtful qualification, that is, has attended circuit and sessions for many years, without having attained so much practice as to prevent his asking for such a post, they may frequently trust to justify the appointment without personally satisfying themselves of the candidate's ability. The number of clever men who never succeed at the bar is, of course, large, but the number of these, who have also those practical qualities, which are as essential in a revising barrister as they are for general success in the profession, is comparatively small, and the judges may be excused if they, as well as the solicitors, fail to detect them.

We do not desire to justify all the appointments of revising barristers that were made on the last occasion; still less can we express satisfaction with the manner in which the late revision was in every case conducted by the revising barristers. But we do say that both the newspaper reports of the revision courts and the result of the various appeals show that the decisions of the newly-appointed, and especially of the junior barristers, will well bear comparison with those of the re-appointed and senior barristers. It is true that the one barrister who has especially distinguished himself by the eccentricity and extravagance of his decisions, but of whom the writer in the article in the *Law Magazine* takes no notice, is one of those appointed for the first time in the present year, but he certainly was not appointed from his connection or friendship with any of the judges, any more than we should imagine from his supposed judicial fitness, but in consequence of the supposed claim which unfortunately is recognised by some of the judges in long standing, and such perseverance in the prosecution of the profession as produces at all events notoriety, though sometimes nothing more. This kind of claim would probably be more recognised even than it is now if the system advocated by the reviewer, of appointments to be made from barristers of at least seven years' standing by the Chief Justices instead of the judges on circuit, were adopted. Experience no doubt is most valuable to any one who has to exercise a judicial or quasi-judicial office, but inasmuch as it is impossible that any experience can be gained in the actual work to be done by a revising barrister previous to his appointment, the power of application of legal principles, and above all of common sense to the new work, is of far more value than any amount of experience in the practice of other courts. The authorship of a good legal work will often afford proof of the learning requisite for an efficient revisor, and may also show the requisite ability, so that the recognition of merit of this description by the selection by the judges, which very frequently takes place, of legal authors as revisors is always commendable. At the same time learning sometimes is worse than useless, and one of the most learned men at the bar, the author of one of the most highly praised modern text-books, has distinguished himself as a revising barrister by his erroneous decisions a few years back of some of the most frivolous and absurd



points that have ever come before the Court of Common Pleas on appeal, and again this year by deciding that Geo. Smith was an insufficient address for George Smith, and similar points. The most useful quality in a revising barrister is the possession of that practical common sense which, without inducing him so far to dispense with forms as to risk prejudicing any real rights, will yet prevent his giving effect to trivial objections which defeat the main object of all the Acts of Parliament under which he was appointed, and which he has to administer, viz., to make the register a list of the persons qualified to vote. The number of votes affected by points relating to the sufficiency of descriptions is to those affected by substantial points of law in the proportion of many hundreds to one, and the mischief done by wrong decisions upon the minor points cannot be compensated for by any amount of learning or erudition which is but rarely called into play.

We have before pointed out that the revising barrister's power of amendment should be enlarged, and, if that were done, we cannot believe but that the complaints of the public as to the manner in which the duties are done, which more often than not ought rather to be directed against the machinery of the law than the administrators, would entirely cease. Some alteration in the system of appeals might also be made with advantage. In one respect this year several revising barristers appeared in an unfavourable light in the Court of Appeal, by having stated consolidated appeals in which the facts as to each vote, according to their statement, were not identical. Three or four cases have been struck out on this ground, most of them of barristers who appeared not to have been very strong in their decisions, but still this error is not entirely without excuse. It must be remembered that it is very seldom worth any one's while to incur the expense of an appeal unless it governs a considerable number of votes, and consequently barristers, when asked to state a case, are pressed by the agents to include as many names in it as possible. They must either comply, and then, unless they are very ingenious in stating their case, the Court may strike it out, or else they are in the unpleasant position of appearing to discourage a review of their decisions. That in the present year the revising barristers might reasonably be excused some errors would be clear to any one present at the hearing of the appeals in the Common Pleas. Several of the judges by no means displayed much facility in dealing with the various statutes and the points brought before them, nor did they entirely escape the unpleasant position of having to alter their own judgments. On two occasions they have had to recall the reasons given by them for former decisions, although they have not had to alter the result of them.

On the whole we see no reason to believe that any practical scheme for the appointment of revisors, short of competitive examination, if that can be considered practical for the purpose, would ensure a better performance of the duties than the present method. But one of the best securities for the proper carrying out of the present method is the influence of public opinion, and nothing so weakens the real force of public opinion on men like the judges as unfair criticism and charges founded upon inaccurate or irrelevant statements of fact, such as are contained in the article in the *Law Magazine* on which we have commented.

We observe that Mr. Vernon Harcourt has given notice of a motion for a select committee to inquire into the Registration Laws. Considering the difficulty, under our present system of law-making, of getting an Act of Parliament passed in a workable shape, we should be glad to see his motion adopted, although we do not believe any very extensive changes are required. The provisions of the last two sessions with regard to the £12 list in counties will have to be carefully reconsidered, and on this point some extensive alterations appear desirable, including the relief of the overseers (who in country parishes, or, indeed, wherever they have not the assist-

ance of a good vestry-clerk, are usually incompetent) from, at all events, a portion of the duties thrown upon them. Possibly, also, the provisions as to lodgers require substantial alteration, but this will depend on the state in which the law may be left by the Court of Common Pleas, when the hearing of the appeals is concluded. Besides these points, and those mentioned above, all that would be required is a new set of forms for precepts and notices, authoritatively adapted to present circumstances. If the sanction of the report of a select committee were given to a well-drawn bill embodying provisions on those points, there would be some chance of its passing into law without going through the tinkering which usually deforms our legislation, and the law would then be in a thoroughly satisfactory state.

## POST-NUPTIAL SETTLEMENTS.

### No. II.

We have seen in what cases a creditor is enabled, by 13 Eliz. c. 5, to impeach a post-nuptial settlement made by one who is indebted to him. We now proceed to consider the bearing of the companion Act, 27 Eliz. c. 4, upon instruments of the same character. Directed, like the earlier statute, against covinous and fraudulent conveyances, the latter statute is wholly different in its application from the earlier, being intended for the protection of purchasers, and of purchasers only, as the earlier statute was of creditors only.

By virtue of the statute we are now discussing, in the words of Lord St. Leonards, *Vend. & Pur. 714*, a voluntary settlement, although made *bona fide*, and the purchaser have notice of it, is void by the Act as against purchasers. In other words, where a voluntary settlement is made affecting real property, such property is thereby vested in the parties under the settlement and ceases to be the property of the settlor. If the settlor afterwards choose to sell the property comprised in the settlement to a purchaser for value, with or without notice of the settlement, such purchaser becomes entitled to the property, though vested in other parties, by force of the statute. The rule admits of no exceptions, even where the settlement, as in *Martin v. Martin*, 2 Russ. & My. 507, has been made by direction of the Court.

The statute, unlike its companion, is limited in its application to estates in freeholds or copyholds only, and does not extend to personal estate: *Jones v. Croncher*, 1 Sl. & Stu. 315; nor has it ever been extended to personality by subsequent legislation. A post-nuptial settlement, then, of personal property (to include in the term those settlements only where the marriage consideration is wanting, by reason of their not having been made in performance of articles before marriage) is good against a subsequent purchaser for value without notice; but a similar settlement of real estate may be at any moment wholly or partially defeated at the settlor's will and pleasure by the simple expedient of selling the settled estate to a purchaser for value, or mortgaging it, and notice of the settlement to the purchaser or mortgagee is of no consequence. It may seem strange that such a difference should at the present day exist between the laws of real and personal property, but the reason is that in a country like England, where no compulsory system of registration exists, and transfers of land are not effected by entries on any register, but by acts *in pais* which may or may not be kept secret, the purchaser for value must be protected against prior secret dispositions by some such method as the present; and the species of fraud referred to by the statute must be presumed to be most surely discouraged by giving the purchaser for value the preference in every such case, whether he purchase with or without notice of an existing voluntary settlement. We by no means wish to be understood as advocating the system of registration for and against which so much has of late been said; all we mean to imply is, that in the absence of some such system such a law as this is, perhaps, a necessary alternative.

It will be seen on referring to the preamble of the Act that for a post-nuptial settlement to be defeated by a subsequent purchaser for value, it must be covinous and fraudulent. It may be asked how this is to be reconciled with the statement that such a settlement is impeachable, though made *bonâ fide*. How, in other words, can that which is done *bonâ fide* be also fraudulent? Fraud, as we know, has different meanings in equity and out of it. In the former sense all post-nuptial settlements are *primâ facie* fraudulent: *George v. Milbanke*, 9 Ves. 194—i.e., the absence of consideration lets in a *primâ facie* presumption of fraud in the equitable sense of the word. This being so, the purchaser for value of an estate under such circumstances, whether he be aware or not of the existence of the settlement, is *primâ facie* entitled to treat such settlement as being fraudulent and void against himself, and throw the *onus* on the parties under the settlement of proving that it is not so.

To warrant a purchaser under such circumstances in instituting a suit to effect this result, he must be prepared to show *bonâ fides* on his own part. *Bonâ fides* here does not consist in his having had no notice of the settlement, for that, as we have seen, is immaterial; it consists solely in his having given ample consideration for the purchase. Anything less than adequate consideration so given by him is a badge of fraud on his part, which disqualifies him from imputing technical fraud to the settlement, and thus defeating the claimant under it. The consideration may be any good consideration, as marriage, and need not necessarily be money; *Doe v. Rountledge*, Cowp. 705. He may be called on to show that he personally has given the full consideration expressed in the instrument, and a mere declaration on the vendor's part that he has received it is not enough to cut down the previous settlement made by himself: *Doe v. Webber*, 1 Ad. & El. 733.

It would be monstrous indeed that the claims of the parties under the settlement should be defeated by anything less than a sale out and out to a purchaser for valuable consideration. If it were otherwise, a settlor, who repented of his own act and deed, might, by a colourable sale to a third party, defeat the claimant under his own post-nuptial settlement. Nothing less, therefore, than an absolute sale for adequate consideration, or a mortgage, which is a partial sale, will suffice to defeat the settlement. A mere deposit of deeds, for instance, comprising property the subject of a post-nuptial settlement, will not be enough: *Martin v. Martin*, *ubi sup.* And so it appears that although the purchaser in every case receives the precise amount of assistance, and no more, to which the statute entitles him, the settlor can get no aid whatever from the Court. The settlement in fact, however voluntary in its inception, is binding on the settlor, and all who claim under him. A man may not impeach his own deed (putting fraud aside), but when once made the settlement cannot be defeated by him directly, but only through the statute, and then by the purchaser, not by the settlor himself. For instance, he cannot compel specific performance of a contract to sell where the purchaser objects to the title on the ground of a voluntary settlement made by the vendor: *Smith v. Garland*, 2 Mer. 123, although in the inverse case the purchaser, though with full notice of the settlement, can enforce specific performance by the settlor: *Willats v. Busby*, 5 Beav. 193. Nor can the settlor refuse specific performance where the deed never left his own custody, and was afterwards destroyed by him: *Fletcher v. Fletcher*, 4 Ha. 67. Again, though the purchaser must show that he has given full consideration, a slight consideration passing to the settlor will frequently support a post-nuptial settlement as made for valuable consideration: But this is a question which we defer for future consideration.

It may be asked, with regard to the wording of the statute, whether a post-nuptial settlement of a particular estate is liable to be defeated by a general conveyance by the testator of all his real estate at a subsequent

date? It seems from *Barton v. Vanheythusen*, 11 Ha. 126, that the question must be answered in the affirmative. The case, however, from the remarks of Lord St. Leonards on it, Vend. & Pur. 713, is open to re-consideration; and it would seem that a conveyance might not unreasonably be held not to include, unless mentioned by name, an estate which no longer remains the settlor's property, but is absolutely vested in other parties, although it is yet competent for the settlor to vest it in the purchaser by force of the Act.

We cannot avoid referring to a decision which once created some disturbance in the profession; we mean the case of *Ellis v. Nimmo*, L.L. & Goo. 333, decided by Lord St. Leonards in Ireland. The decision would in substance lead to the conclusion that a husband's post-nuptial settlement upon his wife and children might be upheld as based on a meritorious consideration, the moral duty of providing for one's wife and family. We find, however, that Lord Cottenham in *Jeffreys v. Jeffreys*, Cr. & Ph. 138, a few years afterwards took occasion to question the principle involved in *Ellis v. Nimmo*, and Lord St. Leonards himself finally surrendered it in *Moore v. Clayton*, 3 Jo. & Lat. 443.

It might be anticipated that where a post-nuptial settlement is defeated under such circumstances, the Court would direct the purchase money to be held on trusts corresponding to the limitations of the settlement; and such, in fact, was the rule in early times: *Leach v. Dene*, 1 Ch. Rep. 78. But the rule underwent a change, why we are unable to guess; and in *Pulvertoft v. Pulvertoft*, 18 Ves. 84, Lord Eldon treated it as settled that the volunteer has no claim against the purchase-money: see as to this *Townend v. Toher*, 14 W. R. 806, L. R. 1 Ch. 455.

How then can the parties under a voluntary settlement protect themselves against the claim of a purchaser for value? Only, it seems, by alienating the settled property. If this course be pursued the purchaser, if without notice of the settlement being voluntary, gets the land, while the statute does not extend to the purchase-money, and the subsequent purchaser is thus defeated. But there appears to be no other way by which the operation of the statute in cases of this description can be defeated.

We have pursued this subject far enough for the present. It remains to consider the question of post-nuptial settlements when valid otherwise than when made in pursuance of articles before marriage. But this we must defer for the present.

## RECENT DECISIONS.

### EQUITY.

#### EVIDENCE OF WITNESSES RESIDENT IN FOREIGN COUNTRIES.

*Smith v. Davies*, 17 W. R. 69.

This is one of several cases recently decided upon the practice of the Court in taking evidence in foreign countries, a matter of considerable importance at the present day, when, owing to the greater facilities of intercourse between nations our Courts are much more than formerly occupied (as a glance through the table of cases in any volume of modern reports will show) with mercantile litigation and complicated disputes between Englishmen and persons residing abroad, involving frequently questions of foreign law and the testimony of foreign witnesses.

Under the practice previous to 1852 the evidence of witnesses residing abroad was taken, like other evidence in a suit, by means of a commission, whose sole duty was to administer interrogatories, previously prepared by counsel, and to take down in writing the answers given by the witness, the party claiming not being allowed any communication with the witness.

By the Chancery Improvement Act (15 & 16 Vict. c. 86, s. 28) the cumbrous practice of issuing commissions to examine witnesses in England was abolished, with a reservation where the Court thought it more convenient to follow the former practice in the case of witnesses out of the jurisdiction. It appears, however, from the case of *The London Bank of Mexico v. Hart*, L. R. 6 Eq. 467, that the modern Chancery practice is not to issue a commission, even where a *vivâ voce* examination is thought desirable, but to appoint special examiners to take such *vivâ voce* examinations abroad, three or more being named in order to provide for possible illness or incapacity of those originally selected.

Most of the evidence, however, in a modern chancery suit is taken, not by *vivâ voce* depositions, but by *ex parte* affidavits, and there is a section in the Act of 1852 providing for the swearing of affidavits abroad, which is unfortunately somewhat ambiguously worded, though most of the difficulties arising under it have now been settled by actual decision. The material words of this section (15 & 16 Vict. c. 86, s. 22) are as follows:—"All affidavits in causes or matters depending in the High Court of Chancery shall and may be sworn and taken in any colony, before any judge, Court, notary public, or person lawfully authorised to administer oaths in such colony, or before any of Her Majesty's consuls or vice-consuls in any foreign parts out of Her Majesty's dominions; and the judges and other officers of the said Court of Chancery shall take judicial notice of the seal or signature, as the case may be, of any such Court, judge, notary public, person, consul, or vice-consul." This section seems to provide for the examination of witnesses residing (1) in the colonies, (2) in foreign lands not under her Majesty's dominions; but it will be observed that the greater part of the section deals with the colonies and places within her Majesty's dominions, providing that "in the colonies affidavits may be sworn before any judge, &c., while "other foreign parts" are mentioned quite incidentally and in an inverted sentence—the words being, "or before any consul, &c., in any foreign parts."

Several cases were almost immediately decided on this section, and questions under it have continued to arise down to the present day. The result of the decisions may be briefly digested as follows:—

(A.) Affidavits in the colonies and within her Majesty's dominions may be sworn before the judges, courts, and persons mentioned in the text, and no verification of their signature is necessary (*Hayward v. Stephens*, 15 W. R. Ch. Dig. 110), because the Court is directed to take judicial notice of such signature.

(B.) Affidavits in foreign countries not forming part of her Majesty's dominions may be sworn in two ways:—

(1.) Under the section before the resident consul or vice-consul, and judicial notice will be taken of his authority and official seal without formal verification: compare the cases in which such official seal is taken in proof of the qualification of a notary public &c.,—*e.g.*, *Haggitt v. Iniff*, 5 D. M. G. 910, and see *Ferguson v. Benyon*, 16 W. R. 71.

(2.) Though the most regular course is now to have the affidavit sworn before the consul, it is settled that there is nothing to prevent them being sworn, if more convenient, according to the former practice, irrespectively of the section—viz., before notaries public, or before persons duly authorised by the law of the foreign country to administer oaths there: *Levitt v. Levitt*, 2 H. & M. 626; *Haggitt v. Iniff*, 3 W. R. 141; 5 D. M. G. 910; *Stanford v. Lloyd*, 15 W. R. Ch. Dig. 104; *Re Kenah*, 15 W. R. 781; but when affidavits are thus sworn the Court is not authorised to take judicial notice of such person's authority and signature, but will require proper proof of both: *Baillie v. Jackson*, 3 D. M. G. 38; *Re Earl's Trust*, 4 K. & J. 300. A certificate of the clerk of a superior court of New York was held sufficient verification in *Levitt v. Levitt* (*loc cit.*); and where the fund was small such verifica-

tion of signature was dispensed with: *Mayne v. Butler*, 13 W. R. 128; and so where the suit was uncontested: *Lees v. Lees* (Nov. 25, 1868).

It only remains to note one or two exceptional cases in which neither of the above-mentioned methods was adopted—viz., *Drevon v. Drevon*, 12 W. R. 66, where the person desiring to make an affidavit lived a hundred miles from any resident consul, and there was great difficulty in swearing it before any notary public, and the Court appointed a resident solicitor special examiner to take the evidence; and *Re Scriven*, 16 W. R. Ch. Dig. 105, where affidavits made in the state of Missouri, U.S., attested by the governor as being sealed with the great seal of the state, were admitted, there being no resident consul.

## COURTS.

### COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, December 24, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. G.	
AP.	AP.M.	AP.	AP.M.	C.	P.	C.	P.	C.	P.	C.	P.
5	2	0	0	9	28	8	22	10	17	11	23

### COUNTY COURTS.

#### LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Dec. 8.—*Gilbert v. Hance*.

*Wrongful Conversion.*

This was a claim for damages, the defendant having wrongfully received and converted to his own use certain apples.

The plaintiff had ordered some apples of one Baker, a Covent Garden fruiterer, who was to send them to a carrier at Charing-cross for delivery. Baker sent his own man to deliver them, and he made the mistake of delivering them at defendant's house instead of plaintiff's. Plaintiff, by the aid of Baker's man, discovered where his apples had gone, and finding that they had been chiefly consumed or otherwise disposed of by the defendant, now brought this action to recover the value of them.

The defendant said the apples were certainly delivered at his house, but when the man brought them he said they were for "the gentleman at Lloyds," without giving any name. Defendant answered that description, and took them in thinking they were a present from some anonymous friend.

Mr. PITT TAYLOR said the plaintiff had not made out a case against the defendant. There had been no wrongful conversion of plaintiff's property, seeing that the apples had never been delivered to him. He had ordered apples from Baker which Baker had never delivered to him, and he was not bound to pay for them. He might possibly have a good cause of action against Baker for breach of contract, and Baker might have a good cause of action against the defendant for wrongfully receiving and converting the goods. As the matter now stood, the only thing that could be done was to enter a nonsuit.

### MAYOR'S COURT.

(Before the Right Hon. the RECORDER and a Jury.)

Dec. 19.—*Wetherfield v. Nelson*.

This was an action by Mr. G. M. Wetherfield, an attorney, against the City solicitor, to recover twenty guineas for his attendance for four days as deputy registrar of the City of London Court.

The first witness was Mr. Commissioner Kerr, the judge of the court, who had appointed Mr. Wetherfield, deputy registrar, as Mr. Nelson, the registrar, did not attend, and by the recent Act only a solicitor of five years' standing could officiate, and the person who had acted as deputy could not discharge the duties. Mr. Commissioner Kerr said it was necessary to appoint a deputy to take undefended



cases, whilst he heard defended cases. The plaintiff attended for four days.

The Recorder held that there was a case to go to the jury. Verdict for the plaintiff—20 guineas.

## GENERAL CORRESPONDENCE.

### TO CORRESPONDENTS.

We have to remind correspondents that the notice which we print every week is not a mere nullity, and that we do not insert letters addressed to this journal, when written by those who do not think fit to communicate to us their names and addresses.

### CONSOLIDATION OF MORTGAGES.

Sir,—I am glad to observe an able article in your number of Saturday last, calling attention to this most mischievous rule of equity, the writer of which holds strongly the same views which I advanced in a letter to you some time since.

The great injustice of the rule is so clearly pointed out in the article referred to that I would not again trouble you upon it, but for my strong feeling that the subject should again and again be urged upon the attention of the profession until some remedy be obtained.

I say, unhesitatingly, that as the law now stands, not a shilling can be advanced with even reasonable safety upon an equity of redemption, nor can a purchaser of such a property ever hope to be secure of his bargain. Anyone reading your article will be quite satisfied on these points.

I never shall be able to understand why a person who has contracted to reconvey an estate on receiving a certain sum should not be bound to fulfil that contract, and any rules of equity to the contrary simply aid him in breaking his agreement. To apply such rules after the rights of third persons have intervened is perfectly outrageous.

Not only is the position of second mortgages and purchasers imperilled, but the owners of estates in mortgage are subjected to the greatest disadvantages, and the amount of loss entailed upon them by the difficulty in dealing with their properties, and the high interest charged, is really shocking. I always tell my clients never to touch such properties as purchasers or mortgagors.

We are all, whether as solicitors for borrowers or lenders, concerned to get rid of the present absurd state of the law. To do so would be to effect a reform, perhaps not very large, but most practical, and most immediately and urgently needed.

Pray help us.

J. A.

### THE ATTORNEY-GENERAL FOR IRELAND.

Sir,—Allow me to call attention to a passage in your notice of this gentleman which, though in one sense strictly accurate, seems calculated to mislead. You say he was educated "at Trinity College, Dublin, where he graduated B.A. in 1844, and obtained double first honours in science and classics." It is true that Mr. Sullivan obtained double first honours as a junior freshman at a *College Examination*, but he was not an honour-man at his degree, nor, so far as I am aware, in any year after his first.

I have carefully examined the Dublin honour lists from 1816 (when the honours were first divided into different schools) to 1852, and find that in that time there were but nine instances of double first at the degree examination. Two only of these were in science and classics, one in science and ethics, and six in classics and ethics.

Besides these there are five cases where a first in science has been combined with a second in classics or ethics; one case of a second in science and a first in classics; and one of a second in science and a first in natural sciences; and no other case within the period above-mentioned of a science honour at the degree combined with any other honour whatever.

You will, I trust, excuse the length of this letter, but to men conversant with the nature of the degree examination at Dublin in mathematics and physics, the error is not unimportant.

T. C. D.

### LAW CLASSES.

Sir,—Your correspondent "J. W. K." (Dec. 5) will probably find the lectures and classes at the Incorporated Law Society answer his purpose. If a member's clerk, he can attend the former for £2 2s. the entire course, otherwise it will cost him, as a clerk, £3 3s. For the classes he will

have to pay £5 5s. He may choose either or both, or may confine himself to one branch only, in which case he will pay less. Surely this is cheap enough for anyone.

B. M.

### POST-NUPTIAL SETTLEMENTS.

Sir,—I shall feel greatly obliged if the able writer under this head will cite any case or give his opinion upon the question whether or not a voluntary settlement, made by one perfectly solvent and who pays all his creditors, is void as against a person who recovers damages in an action for libel or other tort, the action pending at the date of settlement; or, in other words, is such a person a "creditor" within the meaning of the Act of Elizabeth?

A SUBSCRIBER.

### DEVISEE UNDER A WILL AN ATTESTING WITNESS TO A CODICIL.

Query.—Does an attesting witness to a codicil thereby lose a legacy to which he is entitled under the will which he has not attested?

Sir,—This query (which I remember propounding in my articulated days) has been decided in the negative, but I cannot just at present cite the case deciding it; if I can find it among my notes I will send it.

It is a kind of "catch question;" and, if your correspondent likes such, let him solve the following which also occurred to me during the period of my probation—Granted—that a release to one of two joint debtors releases the other, and that marriage is a release of a debt:—

A. and B. are brother and sister, and are jointly bound to pay me £1,000. I marry B., does this release A? B. H.

Sir,—The devisee would certainly not be precluded from taking under the will: see *Gurney v. Gurney*, 24 L. J. (N. S.) Ch. 656, 3 W. R. 353, where a legatee under a will became the attesting witness to a codicil, under which latter, however, he received no benefit; it was held that the legacy was not revoked. The case, however, goes further, and decides that where one of several residuary legatees under a will became an attesting witness to a codicil which revoked a legacy given by the will, the effect of which was to increase the residuary share of the witness, the title of the witness to a share of the residue was not thereby affected. In *Tempest v. Tempest*, 2 Kay & J. 635, a bequest of an annuity was made by will. The annuitant attested a codicil revoking certain legacies and confirming the will. It was held that the annuity given to him by the will was not thereby made void. See also *Stocks v. Hammond*, 2 N. R. 307, 11 W. R. (Ch. Dig.) 135.

Louth, Dec. 23, 1868.

J. T. SARGENT.

In the case mentioned in last week's *Solicitors' Journal* by an articulated clerk, of a devisee under a will attesting a codicil to it, the devisee would not be prevented from taking the devise made to him, the principle being that each witness attests only the instrument to which he puts his name. See *Gurney v. Gurney*, 3 Drew. 208, 3 W. R. 353; *Tempest v. Tempest*, 2 Kay & J. 635, 643, and "Equity Questions and Answers for Articled Clerks" published by Bond.

I. O. M.

## FOREIGN TRIBUNALS & JURISPRUDENCE.

### AMERICA.

#### ILLINOIS.

*Measure of Damages.*—The damages resulting to cattle from being confined in cars an improper length of time, are matter, in a great degree, of opinion. The fact that the cattle were without food, under circumstances where the owner could not properly be expected to provide it, is a proper element to enter into the calculation of damages.—*Illinois Central Railroad Company v. Waters* (41 Ill. 73)—(From the *Chicago Legal Journal*).

*New promise, by assignor of a note after he is discharged by laches of the holder.*—Where the liability of an indorser of a note has been discharged by the failure of the holder to bring suit against the maker in due time, and the holder relies on a new promise to pay, made by the indorser after such discharge, such new promise, to be binding, must have been made with knowledge of the facts from which the discharge arose.

If the indorser had knowledge of such facts, whether he

knew that by the rules of law they would operate to discharge him, is immaterial.—*Morgan v. Peet* (41 Ill. 347).

#### APPEAL COURT, NEW YORK.

##### Evidence—Religious Belief.

In an action to recover for an insurance upon the life of the deceased, it is incompetent to inquire into the religious faith of the deceased, with a view of influencing the question whether, in such a case, death was occasioned by an intent of self-destruction, or of accident. To assume that a belief in Christianity will prevent or tend to prevent the commission of suicide, or that Atheism will tend to produce such an effect, is to adopt a principle too subtle, speculative, and remote to be recognized in law.—*Gibson v. American Mutual Insurance Company*.—*New York Daily Transcript*.

#### PUBLIC COMPANIES.

LAST QUOTATION, Dec. 23, 1868.

[From the Official List of the actual business transacted.]

##### GOVERNMENT FUNDS.

3 per Cent. Consols, 92½	Annuities, April, '85
Ditto for Account, Jan., 92½	Do. (Red Sea T.) Aug. 1908
5 per Cent. Reduced, 92½	Ex Bills, £1000, per Ct. 5 p m
New 3 per Cent., 92½	Ditto, £500, Do 5 p m
Do. 2½ per Cent., Jan., '94	Ditto, £100 & £200, 5 p m
Do. 2½ per Cent., Jan., '94	Bank of England Stock, 4 per
Do. 5 per Cent., Jan., '73	Ct. (last half-year) 242
Annuities, Jan., '80 —	Ditto for Account,

##### INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 220	Ind. Inf. Pr., 5 p Ct., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent. July, '80 112½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 103	Do. Do., 5 per Cent., Aug. '73 105
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Ct., £1000 6 p m
Ditto Enforced Pr., 4 per Cent. 91½	Ditto, ditto, under £1000, 6 p m

##### RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter .....	100	76
Stock	Caledonian .....	100	74½
Stock	Glasgow and South-Western .....	100	91
Stock	Great Eastern Ordinary Stock .....	100	4½
Stock	Do., East Anglian Stock, No. 2 .....	100	8
Stock	Great Northern .....	100	106
Stock	Do., A Stock* .....	100	107½
Stock	Great Southern and Western of Ireland .....	100	97
Stock	Great Western—Original .....	100	48½
Stock	Do., West Midland—Oxford .....	100	28
Stock	Do., do.—Newport .....	100	31
Stock	Lancashire and Yorkshire .....	100	128
Stock	London, Brighton, and South Coast .....	100	45½
Stock	London, Chatham, and Dover .....	100	17
Stock	London and North-Western .....	100	112
Stock	London and South-Western .....	100	87½
Stock	Manchester, Sheffield, and Lincoln .....	100	47½
Stock	Metropolitan .....	100	103½
Stock	Midland .....	100	112½
Stock	Do., Birmingham and Derby .....	100	80
Stock	North British .....	100	32½
Stock	North London .....	100	128
Stock	North Staffordshire .....	100	55
Stock	South Devon .....	100	44
Stock	South-Eastern .....	100	79
Stock	Do., Deferred .....	100	48½
Stock	Taff Vale .....	100	148

\* A receives no dividend until 5 per cent. has been paid to B.

#### MONEY MARKET AND CITY INTELLIGENCE.

Wednesday evening.

The attitude of Greece and Turkey, and the apparent impossibility of inducing the former to observe a decent respect for international obligations, have had a most depressing effect upon all the markets. In foreign securities, especially Russian, the fall has been greatest, but the funds and the railway market have been seriously affected. Just at the last, however, there are some signs of improvement.

#### COURT PAPERS.

##### CHANCERY VACATION NOTICE.

During the Christmas Vacation, all applications necessary to be made at the Equity Judges' chambers, are to be made at the chambers of the Master of the Rolls.

The Chambers of the Master of the Rolls will be open on Tuesday, Wednesday, and Thursday, the 29th, 30th, and

31st days of December, 1868, and on Friday, Tuesday, and Wednesday, the 1st, 5th, and 6th days of January, 1869.

THE ELECTION PETITIONS.—The following days have been appointed for the trial of election petitions:—Norwich, Jan. 14; Windsor Jan. 12; Warrington Jan. 1; Bradford (2), Jan. 25; Guildford, Jan. 19; Lichfield, Jan. 26; Cheltenham, Feb. 8; Westbury, Feb. 2; Tamworth, Feb. 9; Westminster, Feb. 12.

The Chancery Offices will be closed on Saturday the 26th, and Monday the 28th, proximo.

#### ESTATE EXCHANGE REPORT.

##### AT THE MART.

Dec. 10.—By Messrs. C. C. & T. MOORE.  
Leasehold, 2 houses, one with shop, No. 13, Grenada-terrace, and 4, Bermuda-street, Commercial-road East, let at £50 per annum; term, 25 years unexpired at £4 per annum—Sold for £370.

Dec. 11.—By Mr. ROBINS.  
Leasehold residence, No. 83, Isip-street, Kentish Town-road, let at £38 per annum; term, 81 years unexpired, at £8 ss. per annum—Sold for £360.

Dec. 15.—By Messrs. FAHERROTHER, CLARKE, & Co.  
Advowson and next presentation to the vicarage of Steyning, Sussex, with parsonage-house and glebe; annual value, £565; age of incumbent, 65—Sold for £3,610.

Freehold, 2 residences, Nos. 24 and 26, Finchley-road—Sold for £1,010.

##### By Mr. JOSEPH SALTER.

Leasehold, 3 houses, Nos. 12 to 14, Grafton-street East, Tottenham-court-road, producing £102 per annum; term, 37½ years unexpired, at £21 per annum—Sold for £1,280.

Leasehold house, No. 1, Leighton-road, Kentish-town; term, 88 years from 1853, at £6 6s. per annum—Sold for £340.

Leasehold, 3 houses, Nos. 1 to 3, Exeter-street, Hawley-road, Kentish-town, producing £33 16s. per annum; term, 93½ years from 1842, at £10 per annum—Sold for £645.

Leasehold house, No. 127, Bayham-street, Camden-town, let at £32 10s. per annum; term, 96½ years from 1810, at £3 3s. per annum—Sold for £270.

Dec. 16.—By Messrs. RUSHWORTH, ABBOTT, & Co.  
Leasehold town mansion, No. 23, Portman-square, with stabling and coach house in Berkeley-mews; term, 65 years unexpired, at £23 18s. per annum—Sold for £5,030.

Dec. 17.—By Messrs. DERENHAM, TEWSON, & FARMER.  
Freehold warehouse, known as "New Crane Wharf," adjoining New Stairs, Wapping, let on lease at £180 per annum—Sold for £5,000.

Freehold residence, situate at Peckham-rye, annual value £45—Sold for £525.

Leasehold residence, No. 18, Camberwell New-road, let at £40 per annum; term, 77½ years from 1826, at £7 per annum—Sold for £350.

##### AT GARRAWAY'S.

##### By Mr. GEO. BERRY.

Freehold, 8 plots of land in the Spencer and Milton-roads, and a corner plot in Chancer-road, Dulwich-road—Sold for £750.

Freehold house, shop, and premises, No. 34, Church-street, King's-road, Chelsea, let at £20 per annum—Sold for £440.

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

BELL—On Dec. 19, at Mulvatti, Dulwich-wood-park, Upper Norwood, the wife of John Bell, Esq., Barrister-at-Law, prematurely, of a son, stillborn.

BIRLEY—On Dec. 17, at 4, Wells-road, Regent's-park, the wife of William H. Birley, Esq., Barrister-at-Law, of a daughter.

EAST—On Dec. 20, at Lion College-gardens, E.C., the wife of George Edward East, Esq., Solicitor, of a daughter.

GIBSON—On Dec. 16, at 20, Upper Pembroke-street, Dublin, the wife of Edward Gibson, Esq., Barrister-at-Law, of a son.

HULL—On Dec. 19, at 94, Lansdowne-road, Kensington-park, the wife of Henry Charles Hull, Esq., Barrister-at-Law, of a daughter.

KING—On Dec. 18, the wife of Thomas King, Esq., Solicitor, Brighton, of a daughter.

WAUGH—On Dec. 16, at 101, Southampton-row, Russell-square, the wife of John George Waugh, Esq., of Gray's Inn, and Headston-house, Headston-drive, Middlesex, of a daughter.

WILLIAMS—On Dec. 10, at 10, Cranley-place, Onslow-square, the wife of Roland L. Vaughan Williams, Esq., Barrister-at-Law, of a son.

WILLIS—On Dec. 14, at Lee, Kent, the wife of William Willis, Esq., Barrister-at-Law, of a daughter.

##### MARRIAGES.

LONG-PALMER—On Dec. 14, at St. George's, Hanover-square, George Henry Long, Esq., Solicitor, Windsor, Berks, to Rosa Caroline, daughter of the late Rev. Henry Palmer, of Dorney-court, Bucks.

##### DEATHS.

BOLTON—On Dec. 14, at Llandudno, Thomas Bolton, Esq., Solicitor, of Wolverhampton, aged sixty-two.

JEANNERET—On Dec. 19, Charlotte Cozens, wife of Frederick Hewitt Jeanneret, Esq., Solicitor, of 5, Dane's-lane, Strand, and 2, New-terrace, Camberwell-green, aged forty-four.

KEMMIS—On Dec. 18, at his residence in Kildare-street, Dublin, Thomas Kemmis, Esq., Crown and Treasury Solicitor in Ireland.

BREAKFAST.—A SUCCESSFUL EXPERIMENT.—The "Civil Service Gazette" has the following interesting remarks:—"There are very few simple articles of food which can boast so many valuable and important dietary properties as cocoa. While acting on the nerves as a gentle



stimulant, it provides the body with some of the purest elements of nutrition and at the same time corrects and invigorates the action of the digestive organs. These beneficial effects depend in a great measure upon the manner of its preparation, but of late years such close attention has been given to the growth and treatment of cocoa, that there is no difficulty in securing it with every useful quality fully developed. The singular success which Mr. Epps attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. Far and wide the reputation of Epps's Cocoa has spread by the simple force of its own extraordinary merits. Medical men of all shades of opinion have agreed in recommending it as the safest and most beneficial article of diet for persons of weak constitutions. This superiority of a particular mode of preparation over all others is a remarkable proof of the great results to be obtained from little causes. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills. It is by the judicious use of such articles of diet that a constitution may be gradually built up until strong enough to resist every tendency to disease. Hundreds of subtle maladies are floating around us ready to attack wherever there is a weak point. We may escape many a fatal shaft by keeping ourselves well fortified with pure blood and a properly nourished frame."

## LONDON GAZETTES.

## Winding-up of Joint Stock Companies.

FRIDAY, Dec. 18, 1868.

LIMITED IN CHANCERY.

General Provident Assurance Company (Limited).—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Addis, 25, Old Jewry. Saturday, Jan 16 at 12, is appointed further to hear and adjudge upon the debts and claims.

London Tate Works (Limited).—Vice-Chancellor Malins has, by an order dated Dec 14, ordered that the voluntary winding-up of the above company be continued. Lewis & Co, Old Jewry, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

London Maritime Assurance Association.—Petition for winding-up, presented Dec 12, directed to be heard before Vice-Chancellor Malins, on the first petition-day in Hilary Term. Mercer & Mercer, Mincing-lane, solicitors for the petitioners.

Plymouth Exchange Company.—Shareholders are required, on or before Jan 15, to send their names and addresses, and the particulars of their claims to John Alger, Plymouth. Monday, Jan 25 at 12, is appointed for hearing and adjudicating upon the said claims.

TUESDAY, Dec. 22, 1868.

LIMITED IN CHANCERY.

English and Scottish Marine Insurance Company (Limited).—Petition for winding-up, presented Dec 12, directed to be heard before the Master of the Rolls on Jan 17. Flux & Co, East India-avenue, solicitors for the petitioners.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 18, 1868.

Adams, Wm, Willington, Sussex, Corn Merchant. Jan 11. Muggeridge & Adams, V.C. Malins.  
Bell, Thos, Shaldon, Devon, Lieutenant-Colonel. Jan 4. Pridham & Masy, M. R.  
Champness, Edmund, Stratford, Essex, Tea Dealer. Jan 9. Champness & Roberts, V.C. Malins.  
Chidley, Rebt Higgins, Langalier, Cresch St Michael, Somerset, Gent. Jan 11. Chidley & Whitty, V.C. Stuart.  
Eagle, Wm, Dove-row, Haggerstone, Coal Dealer. Jan 12. O'Brien & Davis, V.C. Malins.  
Gray, Geo, St Martin-st, Gent. Jan 29. Podger & Coleman, V.C. Stuart.  
Harrison, Wm, Dudley, Worcester, Gent. Jan 1. Harrison & Harrison, M.R.  
Herring, John, East-pl, Lambeth, Esq. Jan 28. Herring & Pocock, V.C. Stuart.  
Hind, John Dawson Blackett, Gayles, York, Gent. Jan 20. Hind & Hutchinson, V.C. Giffard.  
Jenkins, Walter, Croseyeclog, Carmarthen, Farmer. Jan 15. Lewis & Jenkins, V.C. Malins.  
Pooley, Ralph, sen, Bocking, Essex, Gent. Jan 11. Hobbs & Eve, V.C. Stuart.  
Stringer, Jane, Effingham-hill, Surrey, Widow. Jan 25. Rawlinson & Stringer, V.C. Stuart.  
Temple, Stephen, Gower-st, Bedford-sq, Barrister-at-Law. Jan 24. Temple & Temple, V.C. Stuart.  
Wharton, John, Ashstead, Westmorland. Jan 15. Wharton & Wharton V.C. Malins.

TUESDAY, Dec. 22, 1868.

Blake, Sir Fras, Tilmouth Castle, Northumberland, Bart. Jan 20. Maughan & Blake, M. R.  
Bluck, Thos, Beckford, Gloucester, Farmer. Jan 18. Bluck & Bluck, M. R.  
Brown, Rev Joseph, Blackfriars-rd, Clerk. Jan 16. Bianchi & Hook, V.C. Stuart.  
Hudson, Joseph, Three Colts-lane, Mile End, Iron Founder. Jan 12. Turner & Hudson, M. R.  
Peplow, Jas Richd, Wheeler-st, Bethnal-green. Feb 1. Re Peplow, M. R.  
Sanderson, Geo, Conington, Huntingdon, Farmer. Jan 18. Sanderson & Sanderson, V.C. Malins.  
Society of Postmasters. Jan 25. Howard & Sex, V.C. Giffard.  
Symons, Thos Geo, Mynde-ph, Hereford, Esq. Jan 16. Symons & Symons, V.C. Malins.

## Creditors under 22 &amp; 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 18, 1868.

Bell, John Fox, Leamington Priors, Warwick, Esq. Feb 1. Freer & Reeve, Leicester.  
Bullen, Wm, Blackburn, Lancashire, Pavier. Jan 22. Pickop & Blackburn.  
Cameron, Alex, Station-st, Forest Gate, out of business. Jan 31. May & Son, Princes-st, Spitalfields.  
Cockayne, Jas, West Bridgeford, Nottingham, Farmer. Feb 28. Cockayne & Talbot, Nottingham.  
Cruddell, Wm, Seal, Kent, Lime Burner. Feb 1. Carnell, Sevenoaks.  
Ellis, Sarah, Brighton, Sussex, Widow. Feb 15. Morley, King's-bench-walk, Temple.  
Emery, Jas, Bell-alley, Moorgate-st, Tailor. March 1. De Jersey & Co, Gresham-st West.  
Gandell, Geo, Palace Garden-villas, Kensington, Gent. Feb 1. Watkins, Abingdon-st, Westminster.  
Goddard, Chas Edwin, Tottenham-ct-rd, Victualler. Jan 18. Hunter & Co, New-sq, Lincoln's inn.  
Goring, Thos, New Kent-rd, Gent. Jan 1. Jones & Co, Lawrence Pointney-lane.  
Haigh, Fras, Sheffield, Tailor. Jan 11. Rodgers & Thomas, Sheffield.  
Hemley, Robt, New Badford, Nottingham, Baker. Feb 1. Watson & Wadsworth, Nottingham.  
Hill, Hy Worsley, Sherborne, Dorset, Commander R.N. Feb 1. Woodroffe & Plaskitt, New-sq, Lincoln's inn.  
Homewood, John, Clarence House, Teddington, Licensed Victualler. Feb 6. Weymouth, Essex-st, Strand.  
Hughes, Robt Lewis, Downend, Gloucester, Gent. Feb 1. Burges, South-sq, Gray's inn.  
Johnson, Robt, Oundle, Northampton, Gent. Jan 21. Edmonds & Pooley, Oundle.  
Kirkby, Robt, Saxby, Leicester, Farmer. March 1. Latham & Paddison, Melton Mowbray.  
Levi, Abraham, Hastings, Sussex, Jeweller. Jan 29. Carpenter, Coleman-st.  
Lond, Jas Jeken, Chipping Ongar, Essex, Gent. Feb 7. Crick, Maldon.  
Mace, Eliz, Crookenhill, Kent, Widow. Jan 26. Russell & Co, Old Jewry-chambers.  
Mitchell, Wm, Petersfield, Hants, Solicitor. Jan 16. Soames, Petersfield.  
Neave, Sheffield, Oak Hill House, Hampstead, Esq. Jan 7. Wordsworth & Co, South Sea House, Threadneedle-st.  
Pinning, Barr, Bardney, Lincoln, Farmer. March 1. Richd & Robt Clitherow.  
Pocock, Sir Geo Bartholomew, York-st, Portman-sq, Knight. Jan 22. Child, Old Jewry-chambers, Old Jewry.  
Pullen, Wm Hy, Leeds, Woollen Merchant. Feb 1. Simpson, Leeds.  
Raickstraw, Chas, Birkdale, York, Yeoman. Jan 31. Preston, Kirkby Stephen.  
Rogers, Martin Dadd, East India-rd, Poplar, Shipwright. Feb 1. Hughes & Sons, Chapel-st, Bedford-row.  
Rookes, Rev Chas, Exeter, Clerk. Jan 9. Sanders & Burch, Exeter.  
Rudball, John, Jerusalem Coffee-house, Cowper's-ct, Cornhill, Australian Merchant. Jan 23. Sandom & Kersey, Adelaide-chambers Gracechurch-st.  
Shaw, John, Handsworth, York, Gardener. Jan 23. Fernel, Sheffield.  
Snelling, Robt, Thredleston, Suffolk, Farmer. Feb 1. Wallace & Lyons.  
Tomlinson, Ann, Ashham, Nottingham, Spinster. Feb 17. Marshall & Son, East Retford.  
Trenow, Jas, St Mary Abbots-ter, Kensington, Esq. Feb 1. Garrett, Doughty-st, Mecklenburg-sq.  
Tyndall, Thos, Birm, Gent. Feb 1. Tyndall & Co, Birm.  
Vaughan, Rev Robt, D.D., Torquay, Devon. Jan 14. Woollacott & Leonard, Gracechurch-st.  
Woods, Sarah, Hales, Norfolk, Widow. March 15. Hopeman & Son.  
Wright, Robt, Hermitage, Pontonville, Servant. Feb 1. Hughes & Sons, Chapel-st, Bedford-row.

TUESDAY, Dec. 22, 1868.

Allen, Jas Wm, Short's-gardens, Drury-lane, Wheelwright. Feb 1. Ford & Lloyd, Bloomsbury-sq.  
Allett, John, Timberland, Lincoln, Farmer. Feb 12. Staniland & Wiglesworth, Boston.  
Arrowsmith, Robt, Astley, Lancaster, out of business. Feb 18. Beever & Co, Manch.  
Bassett, Nicholas Fras, Truro, Cornwall, Surgeon. Feb 5. Hodge & Co Truro.  
Bennett, Chas, Webber-st, Blackfriars, Esq. Jan 22. Kearsley, Old Jewry.  
Beyan, Judith Nicholls, Tottenham, Widow. Jan 28. Waterhouse, Carey-st, Lincoln's inn.  
Brown, Walter, Newport, Salep, Plumber. Feb 20. Heane, Newport.  
Campbell, Archibald Niel, Burleydam, Chester, Esq. Feb 1. Jones, Witchurch.  
Copeland, Jas, Reckingham Inferior, Suffolk, Gent. Feb 1. Gross, Botesdale.  
Curtis, Mary Judge, Birm, Widow. Jan 18. Duke, Birm.  
Farquhar, Sir Eric Robt Townsend, Pekin, China, Bart. Jan 25. Farrar & Co, Lincoln's inn-fields.  
Hall, Hy, Lower Edmooton, Gent. Jan 21. Shenman, Little Tower-st.  
Hazelidine, Thos, Cheltenham, Gloucester, Gent. Jan 31. Stroud, Cheltenham.  
Hiscocks, Jas, Bristol, Licensed Victualler. Feb 1. Bulleid, Glastonbury.  
Knight, Richd, Sibsey, Lincoln, Farmer. Feb 12. Staniland & Wiglesworth, Boston.  
Lumb, Chas Poynton, Leeds, Sheriff's Officer. Feb 20. Clarke, Leeds.  
Mills, Wm, Birm, Pump Maker. Jan 18. Duke, Birm.  
Naylor, Wm, Claremont Villa, Twickenham, Gent. Jan 31. Hodge & Harle, Newcastle-upon-Tyne.  
Fowling, Chas, Kingshall, Suffolk, Farmer. Feb 2. Hayward & Sons, Needham Market.  
Wilson, Lestock Peach, Wigmore-st, Esq. Feb 20. Vincent, Moor-gate-st.

**Deeds registered pursuant to Bankruptcy Act, 1861.**  
**FRIDAY, Dec. 18, 1868.**

Baker, Thos, Ramsgate, Kent, Bookseller. Nov 12. Comp. Reg Dec 15.  
 Blampsey, Thos, & John Blampsey, Torquay, Devon, Builders. Nov 11. Comp. Reg Dec 15.  
 Bolton, Saml, Peterborough, Northampton, Builder. Nov 21. Comp. Reg Dec 15.  
 Branson, John, Stoke-upon-Trent, Stafford, Grocer. Nov 13. Asst. Reg Dec 15.  
 Broadbent, Geo, Middlesbrough, York, Grocer. Nov 16. Comp. Reg Dec 17.  
 Brown, Wm, Lpool, out of business. Dec 15. Comp. Reg Dec 16.  
 Chaffer, John, Guiseley, York, Cloth Manufacturer. Nov 21. Comp. Reg Dec 17.  
 Craft, Wm, Rhymney, Glamorgan, Grocer. Dec 8. Comp. Reg Dec 17.  
 Cummins, John Hy, Bread-st, Cheapside, Comm Agent. Nov 20. Asst. Reg Dec 16.  
 Diemer, Fredc, Gracechurch-st, Hair Dresser. Dec 4. Comp. Reg Dec 17.  
 Dimsdale, Augustus Salem, St Paul's-rd, Balls-pond, Builder. Nov 28. Comp. Reg Dec 16.  
 Doughby, John, Brompton-rd, Knightsbridge, Baker. Nov 20. Comp. Reg Dec 17.  
 Emanuel, Laurence, Douro-cottages, St John's-wood, Contractor. Nov 27. Comp. Reg Dec 17.  
 Farr, Hy Prior, Portland-rd, Notting-hill, Grocer. Nov 18. Comp. Reg Dec 16.  
 Ford, Alfred, Arthur-st West, Manufacturer. Nov 9. Asst. Reg Dec 14.  
 Frame, Jas, Newcastle-upon-Tyne, Draper. Nov 23. Asst. Reg Dec 17.  
 Goodyear, Fredk, St Paul's-churchyard, Warehouseman. Nov 19. Asst. Reg Dec 15.  
 Grammer, John, Brompton-rd, Cheesemonger. Nov 25. Comp. Reg Dec 18.  
 Greig, Alex McNeil, Finborough-rd, West Brompton, Builder. Nov 16. Asst. Reg Dec 17.  
 Hacking, Jas, Preston, Lancaster, Woollen Draper. Dec 3. Asst. Reg Dec 17.  
 Hargrave, Hy, Leeds, Haberdasher. Dec 1. Comp. Reg Dec 17.  
 Jeffs, Wm, Northampton, Shoe Manufacturer. Nov 24. Comp. Reg Dec 16.  
 Johnson, Hy, & Thos Johnson, Rochdale, Lancaster, Cotton Spinners. Nov 24. Comp. Reg Dec 17.  
 Johnson, Edwin, & Jas Richd Coulman, Battersea, Builders. Dec 3. Comp. Reg Dec 16.  
 Jones, Joseph, Llanfyllin, Montgomery, Grocer. Nov 20. Asst. Reg Dec 15.  
 Joyce, Hy, Boston, Lincoln, Draper. Nov 26. Asst. Reg Dec 17.  
 Kemp, Chas Wickham, Fulham-rd, Hammersmith, Licensed Victualler. Dec 10. Comp. Reg Dec 16.  
 Larmuth, Alfred Augustus, Salford, Lancaster, Dentist. Dec 8. Comp. Reg Dec 17.  
 Lowe, John, Park-rd, Old Ford-rd, out of business. Dec 12. Comp. Reg Dec 14.  
 Miles, Morgan, Narberth, Pembroke, Flour Merchant. Dec 11. Comp. Reg Dec 17.  
 Palmer, Jas, Scarborough, York, Draper. Nov 4. Comp. Reg Dec 16.  
 Potton, Wm, Plaistow-grove, West Ham, Essex, Builder. Dec 7. Comp. Reg Dec 16.  
 Rhodes, Saml Brown, Shrewsbury, Salop, Ale and Porter Merchant. Nov 20. Asst. Reg Dec 16.  
 Robins, Nicholas, Bideford, Devon, Ironmonger. Oct 31. Comp. Reg Dec 14.  
 Russell, Geo, Huddersfield, York, Jeweller. Nov 16. Asst. Reg Dec 17.  
 Simpson, Matthew, Nunnington, York, Tailor. Oct 24. Asst. Reg Dec 15.  
 Spiller, Saml Harvey Herbert Richd, Membury, Devon, Shoemaker. Nov 18. Comp. Reg April 16.  
 Stevens, Wm Edwd, King-st, Borough, Draper. Nov 17. Comp. Reg Dec 14.  
 Stevenson, Archibald, Aldershot, Southampton, China Merchant. Nov 18. Asst. Reg Dec 15.  
 Stone, Hy, Guildford-rd, Poplar, Grocer. Dec 8. Comp. Reg Dec 18.  
 Sutherland, Wm, Bridgend, Glamorgan, Travelling Draper. Nov 21. Asst. Reg Dec 15.  
 Swift, Geo Graves, Clarendon-rd, Notting-hill, Butcher. Dec 4. Comp. Reg Dec 15.  
 Thornber, Otho John, & Fredk Wm Thornber, Rastrick, York, Manufacturing Chemists. Nov 19. Asst. Reg Dec 17.  
 Ungar, Julius, Dagmar-rd, Victoria-pk, Frame Manufacturer. Nov 20. Comp. Reg Dec 16.  
 Walker, John Hy, Leeds, Druggist. Nov 13. Comp. Reg Dec 16.  
 Webb, Geo, Leicester, Grocer. Nov 19. Asst. Reg Dec 16.  
 Wells, Jas Foot, Morlickton Combe, Somerset. Nov 27. Comp. Reg Dec 16.  
 Young, Chas, Barnsbury-rd, Islington, Draper. Nov 20. Asst. Reg Dec 17.

**TUESDAY, Dec. 22, 1868.**

Aston, Richd Lightfoot, Hatton, Salop, Farmer. Dec 4. Asst. Reg Dec 18.  
 Atkinson, Hy, Lpool, Chemist. Nov 25. Comp. Reg Dec 18.  
 Barker, Geo, Freemantle, Southampton, Grocer. Dec 4. Comp. Reg Dec 19.  
 Coleman, John, Walmer, Kent, Grocer. Dec 2. Comp. Reg Dec 21.  
 Cooper, Geo, Sheffield, Tinner. Nov 13. Asst. Reg Dec 21.  
 Furnival, Chas, Chesterton, Stafford, Butcher. Nov 23. Asst. Reg Dec 21.  
 Gardner, Wm, Oxford-st, Jeweller, & Laurence Van Praagh, Warwick-crescent, Faddington, out of business. Sept 22. Comp. Reg Dec 22.  
 Gibson, Susan, Stourbridge, Worcester, Widow. Nov 19. Asst. Reg Dec 21.  
 Grimshaw, Jas, Saltburn-by-the Sea, York, Bootmaker. Nov 23. Asst. Reg Dec 21.

Harris, John, Bracknell, Berks, General Dealer. Nov 27. Asst. Reg Dec 22.  
 Hunter, Christopher, Louth, Lincoln, Slater. Nov 25. Comp. Reg Dec 19.  
 Lacey, Saml Toplift, & Robt Toplift Lacey, Sunderland, Durham, Upholsterers. Nov 30. Asst. Reg Dec 22.  
 Lake, Geo Walter Gidley, Lambourn, Essex, Comm Agent. Nov 31. Comp. Reg Dec 18.  
 Lee, Wm, Bideford, Devon, Jeweller. Dec 4. Asst. Reg Dec 22.  
 Martin, Pennington, Warbleton, Sussex, Farmer. Nov 30. Asst. Reg Dec 19.  
 Matt, Matthew, & Chas Hassenfratz, Cardiff, Glamorgan, Watchmakers. Nov 21. Inspectorship. Reg Dec 19.  
 Nevison, Thos, Bishop Auckland, Durham, Draper. Dec 11. Comp. Reg Dec 21.  
 Norden, David, Caledonian-rd, Islington, Metal Dealer. Nov 24. Comp. Reg Dec 21.  
 Nowlan, Hy, Lower-rd, Deptford, Builder. Dec 1. Comp. Reg Dec 18.  
 Ramsden, Edwin, Leeds, Street Music Seller. Nov 23. Comp. Reg Dec 19.  
 Simpson, Sigsword, Wombwell, York, Draper. Nov 19. Asst. Reg Dec 21.  
 Talbot, John, Newark-upon-Trent, Nottingham, Licensed Victualler. Nov 20. Asst. Reg Dec 19.  
 Wallworth, Wm Hy, Birkenhead, Chester, Dispensing Chemist. Dec 16. Asst. Reg Dec 21.  
 Wiltshurst, Geo, Union-st, Borough, Brushmaker. Nov 27. Asst. Reg Dec 18.

**Bankrupts.**

**To Surrender in London.**

**FRIDAY, Dec. 18, 1868.**

Andrews, Geo, Earl-st, Kensington, out of business. Pet Dec 14. Pepps.  
 Baker, Graystone Buoke, Prisoner for Debt, Bungay. Pet Dec 12. Pepps.  
 Baxter, Saml, Alconbury Weston, Huntingdon, Baker. Pet Dec 14. Murray.  
 Browning, Fredk, Kingsdown, Kent, Farmer. Pet Dec 16. Pepps.  
 Byford, Wm Thos, Waterloo-rd, Confectioner. Pet Dec 14. Murray.  
 Chiswick, John, Milton-grove, Upper Holloway, Builder. Pet Dec 9. Murray.  
 Clowes, Edwd, Cornwall-rd, Hammersmith, Banker's Clerk. Pet Dec 15. Murray.  
 Coldham, Danl, Whitchurch-lane, Edgware, Licensed Victualler. Pet Dec 15. Murray.  
 Constable, Hy, Prisoner for Debt, London. Pet Dec 15. Jan 18 at 11. Johnson.  
 Cook, John, Mortlake, Ironmonger. Pet Dec 14. Jan 13 at 2. Parsons.  
 Dean, Geo, Railway-ter, Forest-gate, Beer Retailer. Pet Dec 14. Jan 13 at 1. Dobson.  
 Edge, Eliz, Prisoner for Debt, London. Pet Dec 12 (for pau). Roche.  
 Everest, Fredk Jas, Lower Sloane-st, Chelsea, Clerk. Pet Dec 15. Murray.  
 Flanders, Chas, James-st, Bethnal-green, Horse Dealer. Pet Dec 16. Pepps.  
 Fuller, Chas Edwd, Sambreok-ct, Basinghall-st, American Merchant. Pet Dec 15. Murray.  
 Goodhew, Jas, Bredgar, Kent, Farmer. Pet Dec 10. Jan 11 at 1. Hughes & Co, St Swithin's-lane.  
 Gundry, Wm, Park Lodge, Sydenham, Merchant. Pet Dec 2 (for pau). Pepps.  
 Hancock, Fredk Wm, Adam's-st, Old Broad-st, Insurance Broker. Pet Dec 15. Pepps.  
 Heath, Joseph, Plumstead, Plumstead, Chemist. Pet Dec 16. Roche.  
 Hill, Sidney Augustus, High Holborn, Milliner. Pet Dec 15. Jan 13 at 2. Biddies.  
 Hillary, Hy, & John Ashfold, Canterbury-rd, Kilburn-pk, Builders. Pet Dec 14. Murray.  
 Holman, Thos, Prisoner for Debt, London. Pet Dec 15 (for pau). Murray.  
 Hopper, Wm, Upper North-st, Poplar, Baker. Pet Dec 14. Jan 13 at 1. Brown.  
 Horwood, John Fredk, Smayrk-rd, Old Kent-rd, Mercantile Clerk. Pet Dec 11. Pepps.  
 Howard, John, Westerham, Kent, out of business. Pet Dec 15. Pepps.  
 Huber, Theophilie, Lison-grove, St Marylebone, Hair Dresser. Pet Dec 14. Murray.  
 Keating, Hy, Camden-passage, Islington-green, Tobaccoconist. Pet Dec 14. Jan 13 at 1. Steadman.  
 King, Augustus Cornelius, Stock Orchard-crescent, Caledonian-rd, Builder. Pet Dec 11. Jan 11 at 2. Barton & Drew.  
 Lamb, Thos, Bourne-mouth, Southampton, Lodging-house Keeper. Pet Dec 14. Pepps.  
 Lamkin, Wm, Stoke-next-Guildford, Surrey, Grocer. Pet Dec 14. Dec 31 at 11. White.  
 Levy, John, Prisoner for Debt, London. Pet Dec 16. Murray.  
 Marfield, Jas, Strand, Tailor. Pet Dec 14. Murray.  
 Pervanoglu, John Ados, Fenchurch-st, Shipping Agent. Pet Dec 11. Pepps.  
 Phillips, Geo, Tipper-hill Farm, Middlessex, Farmer. Pet Dec 14. Pepps.  
 Rayner, John, Three Colt-st, Limehouse, Coffee-house Keeper. Pet Dec 15. Murray.  
 Ribbons, Thos, Randal's-ph, Roan-st, Greenwell, Horse Dealer. Pet Dec 14. Pepps.  
 Southgate, Hy, Strand, Auctioneer. Pet Dec 16. Pepps.  
 May, Russell-sq.

Slaight, Saml, Frederick-st, Caledonian-rd, Islington, Ivory Cutter. Pet Dec 12. Jan 13 at 12. Harrison, Basinghall-st.  
 Swallow, Richd Lancaster, Prisoner for Debt, London. Pet Dec 14 (for pau). Pepps. Jan 5 at 11. Biddles, South-sq, Gray's-inn.  
 Tagg, Chas Wm, St Mark's-ter, Notting-hill, out of business. Pet Dec 14. Jan 13 at 2. Brighten, Bishopsgate-st Without.  
 Tidale, Michael Fras, Prisoner for Debt, London. Pet Dec 14 (for pau). Brougham, Jan 18 at 11. Biddles, South-sq, Gray's-inn.  
 Lehmann, Wm Von, & Adolph Von Lehmann, Leadenhall-st, Restaurants. Pet Dec 10. Jan 18 at 11. Miller & Smith, Watling-st.  
 Waddington, Hartley, Old Broad-st, Share Dealer. Pet Dec 16. Murray. Jan 4 at 1. Stackpoole, Pinners-hall, Old Broad-st.  
 Ward, Thos Alfred, Vincent-ter, Islington, Engraver. Pet Dec 14. Murray. Jan 4 at 11. Payne, Bedford-row.  
 Ward, Wm, Houndsditch, Woollen Merchant. Pet Dec 10. Pepps. Dec 31 at 1. Barton & Drew, Fore-st.  
 Wheeler, Edw Martin, & Joseph Wheeler, Prisoners for Debt, London. Pet Dec 15 (for pau). Pepps. Jan 5 at 12. Watson, Basinghall-st.  
 Winstanley, Wm Newnham, Shirley, Southampton, Brewer. Pet Dec 16. Pepps. Dec 31 at 12. Wilkinson & Co, Bedford-st, Covent-garden.  
 Woodard, Ephraim, Prisoner for Debt, London. Pet Dec 14 (for pau). Murray. Jan 4 at 12. Watson, Basinghall-st.  
 Young, Abraham Thos, Union-st, Kennington-rd, Assistant Meat Salesman. Pet Dec 16. Roche. Jan 6 at 11. Pittman, Guldhall-chambers, Basinghall-st.

## To Surrender in the Country.

Ball, Lucius, Leek, Stafford, Silk Manufacturer. Pet Dec 16. Allen. Leek, Jan 7 at 1. Tennant, Basinghall-st.  
 Bannion, Joseph, Madeley, Stafford, Grocer. Pet Dec 16. Hill. Birm. Jan 4 at 12. Slaney, Newcastle-under-Lyme.  
 Blackett, Ralph, Sheriff Hill Colliery, Durham, Colliery Owner. Adj Oct 19. Gibson. Newcastle-upon-Tyne, Jan 8 at 11.30. Hoyle, Newcastle-upon-Tyne.  
 Bond, Hy, Carmarthen, Bootmaker. Pet Dec 11. Lloyd. Carmarthen, Jan 5 at 12. Davies, Carmarthen.  
 Booth, Edw, Birkenhead, Chester, Slater. Pet Dec 15. Wason. Birkenhead, Dec 30 at 10. Anderson, Birkenhead.  
 Carolan, Owen, Middlesbrough, York, Beerhouse Keeper. Pet Dec 14. Crosby. Stockton-on-Tees, Dec 31 at 11.30. Dobson, Middlesbrough.  
 Carlich, John, Stoke-upon-Trent, Stafford, Potter. Pet Dec 16. Keary. Stoke-upon-Trent, Jan 2 at 11. Litchfield, Newcastle-under-Lyme.  
 Clifford, Hy, Prisoner for Debt, Hereford. Adj Dec 10. Hill. Birm. Jan 4 at 12. James & Griffin, Birm.  
 Cummings, John, Landport, Hants, Licensed Victualler. Pet Dec 12. Howard. Portsmouth, Jan 2 at 12. Champ, Portsea.  
 Curtis, Matthew, Leigh, nr Crickdale, Wilts, Hay Dealer. Pet Dec 16. Wilde. Bristol, Dec 30 at 11. Brittan & Sons, Bristol.  
 Dalton, Geo, Long Itchington, Warwick, Baker. Pet Dec 15. Tudor. Birm, Jan 4 at 12. Allen, Birm.  
 Fellows, Joseph, Sheffield, Beerhouse Keeper. Pet Dec 15. Wake. Sheffield, Jan 8 at 1. Mickelthwaite, Sheffield.  
 Fryer, Jas Richd, Bath, Somerset, out of business. Pet Dec 14. Bath, Dec 29 at 11. McCarthy, Bath.  
 Guy, Hy, Lpool, Master Mariner. Pet Dec 10. Hime. Lpool, Dec 30 at 3. Belringer, Lpool.  
 Hawes, Charlotte, & Wm Hawes, Haverhill, Suffolk, Froek Makers. Pet Dec 14. Jardine. Haverhill, Jan 1 at 3. Cardinal, Halstead.  
 Hiscocks, Jas, Bristol, Butcher. Pet Dec 10. Harley. Bristol, Jan 15 at 12. Hill.  
 Hollin, John, Oakham, Rutland, Cabinet Maker. Pet Dec 14. Hough. Oakham, Jan 11 at 3. Law, Stamford.  
 Hope, Thos, Worsley, nr Manch, Collier. Pet Dec 16. Halton. Salford, Jan 2 at 9.30. Brandwood, Manch.  
 Horton, Thos, Westbromwich, Stafford, Comm Agent. Pet Dec 14. Watson. Oldbury, Jan 5 at 11. Shakespeare, Oldbury.  
 Hubert, Wm Olive, Gloucester, Innkeeper. Pet Nov 12. Wilton. Gloucester, Dec 29 at 12. Cooke, Gloucester.  
 Jowett, Amos, Hope Town, nr Darlington, Durham, Licensed Victualler. Pet Dec 15. Bowes. Darlington, Dec 31 at 10. Robinson, Darlington.  
 Key, Fraz, jun, Ball Bridge, Derby, Horse Dealer. Pet Dec 5. Hubberley. Alfreton, Dec 28 at 11. Stone, Wirksworth.  
 Maslen, Thos, Hy Cornelius, Bath, Boot Maker. Pet Dec 10. Bath, Dec 29 at 11. McCarthy, Bath.  
 Mason, Hy Richd, Bloxwich, Stafford, Awl Blade Manufacturer. Pet Dec 16. Walsall, Jan 5 at 12. Stanley, Walsall.  
 McGrath, John, Prisoner for Debt, Cardiff. Adj Dec 9. Wilde. Bristol, Dec 30 at 11.  
 Mousley, Edw, Leicester, out of business. Pet Dec 16. Tudor, Birm, Jan 12 at 11. Macaulay, Leicester.  
 Murphy, Nicholas, Kirkdale, nr Lpool, out of business. Pet Dec 14. Lpool, Jan 9 at 11. Barker, Lpool.  
 Nurse, Hy Wyatt, Bishopsworth, Somerset, Vendor of Milk. Pet Dec 16. Harley, Bristol, Jan 15 at 12. Clifton.  
 Page, Edw, Guildford, Surrey, Boot Maker. Pet Dec 12. Marshall. Guildford, Jan 2 at 3. White, Dene's Inn, Strand.  
 Parkes, John, Walsall, Stafford, Licensed Victualler. Pet Dec 14. Jan 5 at 12. Duigan & Co, Walsall.  
 Pearce, Chas, Dover, Kent, Grocer's Assistant. Pet Dec 14. Greenhow. Dover, Jan 1 at 12. Fox, Dover.  
 Pearson, Richd Harris, Stratton, Cornwall, Grocer. Pet Dec 14. Exeter, Dec 28 at 1. Flood, Exeter.  
 Poppleton, Edw, Wakefield, out of business. Pet Dec 14. Mason. Wakefield, Jan 2 at 11. Gill, Wakefield.  
 Powell, Chas, Nelson, Mowbray, Leicester, Innkeeper. Pet Dec 12. Oldham. Mowbray, Dec 30 at 10. Overton, Leicester.  
 Ridley, Geo, Tees Tilery, York. Pet Dec 15. Leeds, Jan 4 at 11. Dobson, Middlesbrough.  
 Smith, Hy, Bristol, Bootmaker. Pet Dec 16. Wilde. Bristol, Dec 30 at 11. Pigeon & Ward, Bristol.  
 Smith, John, West Cowes, Isle of Wight, General Dealer. Pet Dec 14. Blake. Newport, Dec 30 at 11.30. Joyce, Newport.  
 Turner, Thos Lines, Birm, Dealer in Al. Pet Dec 9. Guest. Birm, Jan 4 at 10. Francis, Birm.

Wade, Moses, & Noah Wade, Stanningley, Leeds, Cabinet Makers. Pet Dec 16. Leeds, Jan 4 at 11. Carr, Leeds.  
 Ward, Saml Rootsey, Huddersfield, York, Draper. Pet Dec 7. Leeds, Jan 4 at 11. Heather & Co, Paternoster-row.  
 White, Thos, Luton, Bedford, Straw (Hat Manufacturer. Pet Dec 9. Luton, Dec 28 at 5. Bailey, Luton.  
 Woodford, Maria Ann, Sandown, Isle of Wight, Licensed Victualler. Pet Dec 15. Blake. Newport, Dec 30 at 12. Joyce, Newport.

TUESDAY, Dec. 22, 1868.

To Surrender in London.

Adams, John, Prisoner for Debt, London. Pet Dec 17 (for pau). Roche. Jan 6 at 12. Watson, Basinghall-st.  
 Albury, Freds Wm, Devonshire-st, Queen-sq, Bloomsbury, Clerk. Pet Dec 19. Roche. Jan 6 at 12. Pittman, King's-rd, Bedford-row.  
 Barratt, Thos, Prisoner for Debt, London. Adj Dec 17. Murray. Jan 11 at 11.  
 Bontell, Chas, Prisoner for Debt, Surrey. Pet Dec 17. Roche. Jan 6 at 11. Elderton, Mark-lane, Fenchurch-st.  
 Brett, Christopher Russell, Fleet-lane, Glass Dealer. Pet Dec 17. Jan 18 at 1. Brighten, Bishopsgate-st Without.  
 Chancell, Geo, Horsham, Surrey, General-shop Keeper. Pet Dec 16. Jan 18 at 12. Watson, Basinghall-st.  
 Chignall, John Furmage, Waterloo-rd, Lambeth, Watch Maker. Pet Dec 18. Jan 18 at 1. Pittman, Stamford-st.  
 Dewar, Fredk Chas, King's-rd, Chelsea, Theatrical Performer. Pet Dec 19. Pepps. Jan 7 at 1. Pritchard, Southampton-bldgs, Chancery-lane.  
 Ducker, Robt, Worthing, Sussex, Grocer. Pet Dec 18. Jan 13 at 1. Olive, Portsmouth-st, Lincoln's-inn-fields.  
 Frankland, Jas, Albert-ter, Church-rd, Upper Norwood, Bootmaker. Pet Dec 18. Jan 13 at 2. Dobie, Gresham-st.  
 Godbolt, Geo, King's-rd, Chelsea, Builder. Pet Nov 27. Pepps. Jan 7 at 11. Miller & Miller, Sherborne-lane.  
 Harris, Woolf, Lardner's-bldgs, Spitalfields, Fishmonger. Pet Dec 16. Pepps. Jan 7 at 1. Lewis, Cheapside.  
 Harvey, Isaac, Elder-place, High-st, Lower Norwood, Baker. Pet Dec 17. Pepps. Jan 7 at 12. Mott, Paternoster-row.  
 Haydon, John, Prisoner for Debt, London. Pet Dec 15 (for pau). Pepps. Jan 5 at 1. Dobie, Gresham-st.  
 Hoyle, Joseph, Trulock-villas, Tottenham, Commercial Traveller. Pet Dec 18. Roche. Jan 6 at 12. Plankett, Gutter-lane.  
 King, Hy, sen, & Hy King, jun, Prisoners for Debt, London. Adj Dec 17. Murray. Jan 11 at 11.  
 Knight, Wm Watts, Wreclesham, Surrey, out of business. Pet Dec 19. Roche. Jan 6 at 1. Shiers, New-inn, Strand.  
 Lancaster, Thos, Midway-ter, Lower-rd, Deptford, Bottled Bear Merchant. Pet Dec 19. Jan 18 at 2. Boydell, South-sq, Gray's-inn.  
 Lane, Thos, Thicket-rd, Penze, Builder. Pet Dec 16. Jan 18 at 12. Powell, King-st, Cheapside.  
 Le Voi, Michael Levy, Houndsditch, Dealer in Fancy Goods. Pet Dec 19. Roche. Jan 6 at 1. Hobbes, Bishopsgate-st Without.  
 Macqueen, John Potter, Prisoner for Debt, London. Pet Dec 18 (for pau). Roche. Jan 11 at 12. May, Golden-sq, Westminster.  
 Mayer, Edw Jacob Anthony, Prisoner for Debt, London. Pet Dec 15 (for pau). Roche. Jan 11 at 12. Watson, Basinghall-st.  
 Morse, John Wm, Frih-rd, Croydon, out of business. Pet Dec 17. Roche. Jan 6 at 12. Fenton, George-st, Mansion-house.  
 Olliv, Fras, Prisoner for Debt, London. Adj Dec 17. Murray. Jan 11 at 11.  
 Paia, Edwin Wm, Russell-st, Brixton-rd, Hair Dresser. Pet Dec 15. Jan 18 at 12. Dobie, Gresham-st.  
 Paxman, Robt Sparrow, Mile End-rd, Coach Builder. Pet Dec 18. Jan 18 at 2. Medical, Gresham-bldgs, Basinghall-st.  
 Peers, Alfred, Gloucester, Regent's-park, Pianoforte Maker. Pet Dec 17. R-cha. Jan 6 at 11. Cooper, Lincoln's-inn-fields.  
 Quarry, Thos Bloomfield, Prisoner for Debt, London. Adj Dec 17. Murray. Jan 11 at 11.  
 Rault, Louis, Greek-st, Soho, Wine Merchant. Pet Dec 10. Pepps. Jan 7 at 11. Lewis & Lewis, Ely-pl, Holborn.  
 Smith, Jas, Jones-pl, Harrow-rd, Greengrocer. Pet Dec 13. Jan 18 at 11. Scarth, Welbeck-st, Cavendish-sq.  
 South, Thos, South Lambeth-rd, out of business. Pet Dec 17. Roche. Jan 6 at 11. Dodd, jun, New Broad-st.  
 Sutton, Thos Hy, Russell-ct, Drury-lane, Picture Dealer. Pet Dec 15. Pepps. Jan 5 at 12. Watson, Basinghall-st.  
 Tregaskis, Thos Philip, Wardrobe-pl, Doctors'-commons, out of employment. Pet Dec 17. Jan 18 at 1. Dobie, Gresham-st.  
 Turtle, Sarah Amelia, Salisbury, Wilts, Baker. Pet Dec 17. Jan 18 at 1. Rigby, Basinghall-st.  
 Wakefield, Richd, Prisoner for Debt, London. Pet Dec 15 (for pau). Pepps. Jan 5 at 1. Dobie, Gresham-st.  
 White, Arthur Tuer, Balsam-st, Plaistow, Corn Dealer. Pet Dec 18. Roche. Jan 6 at 12. Layton, Navarino Cottage, Bow-rd.  
 Winterlood, John, Prisoner for Debt, Springfield. Adj Dec 16. Pepps. Jan 7 at 12.

## To Surrender in the Country.

Bond, Geo, Moorsley Banks Paper Mill, Durham, Brown Paper Manufacturer. Pet Dec 15. Gibson. Newcastle-upon-Tyne, Jan 13 at 12. Brignall, Durham.  
 Brownfield, Joel, Wilmington, Devon, Builder. Pet Dec 17. Stamp. Houlton, Dec 30 at 11. Tweed, Honiton.  
 Brown, Jas, Blackburn, Lancaster, Pickler Maker. Pet Dec 15. Bolton. Blackburn, Jan 4 at 1. Seward, Blackburn.  
 Brown, John, Prisoner for Debt, Durham. Adj Dec 17. Bowes. Darlington, Jan 6 at 10. Allison & Co, Darlington.  
 Bart, Matthew, Hy, Maruall, Dorset, Grocer. Pet Dec 15. Burridge. Shaftesbury, Jan 2 at 11. Daskwood, Sturminster Newton.  
 Beer, John, Birm, Baker. Pet Dec 15. Guest. Birm, Jan 4 at 10. Rowlands, Birm.  
 Butler, Richd, Burnham, Buckingham, Baker. Pet Dec 19. Darvill. Windsor, Jan 2 at 11. Phillips, Windsor.  
 Carpenter, Jas, Southampton, Coach Builder. Pet Dec 18. Thorndike. Southampton, Dec 31 at 12. Mackey, Southampton.  
 Chilham, John, Nuneaton, Warwick, Grocer. Pet Dec 17. Dewes. Nuneaton, Jan 4 at 11. Craddock, Nuneaton.  
 Clarke, John Hope, Ardwick, Manch, out of business. Pet Dec 19. Macroe. Manch, Jan 14 at 12. Atkinson & Co, Manch.



Clarke, Daniel Ames, Manch, Yarn Agent. Pet Dec 19. Maonae.  
 Manch, Jan 14 at 12. Atkinson & Co, Manch.  
 Coulson, John, Leeds, Wool Dealer. Pet Dec 18. Marshall. Leeds,  
 Jan 8 at 12. Jebb, Halifax.  
 Day, Saml, Torquay, Devon, Soda-water Manufacturer. Pet Dec 18  
 Pidsley. Newton Abbot, Jan 5 at 11. Carter, Torquay.  
 Downman, Wm, Metheringham, Lincoln, Higlier. Pet Dec 19. Uppley.  
 Lincoln, Jan 8 at 11. Rex, Lincoln.  
 Fawcett, Robt, Leeds, Bill Poster. Pet Dec 18. Marshall. Leeds, Jan  
 8 at 12. Harle, Leeds.  
 Feber, Jas, Prisoner for Debt, York. Adj Noy 14. Eastwood. Tod-  
 morden, Dec 20 at 11. Seymour & Blyth.  
 Filbey, John Thos, Over, Gloucester, Coach Builder. Pet Dec 18.  
 Wilde. Bristol, Jan 1 at 11. Beckingham, Bristol.  
 Gardner, Stephen, Cinderford, Gloucester, Grocer. Pet Dec 12. Wilde.  
 Bristol, Jan 12 at 11. Henderson & Salmon, Bristol.  
 Garthwaite, Chas Hy, Chatham, Kent, Hairdresser. Pet Dec 17.  
 Acworth. Rochester, Jan 1 at 2. Stephenson, Chatham.  
 Gibb, Joseph, Low Walk Mill, Northumberland, Miller. Pet Dec 15.  
 Brumell. Morpeth, Jan 5 at 10. Wilkinson, Morpeth.  
 Haigh, Jas, Leeds, Provision Dealer. Pet Dec 17. Marshall. Leeds,  
 Jan 8 at 12. Shackleton & Whitely, Leeds.  
 Hewitt, Peter, Birm, Baker. Pet Dec 18. Guest. Birm, Jan 8 at 10.  
 Brown, Birm.  
 Jackson, Elijah, Birm, out of business. Pet Dec 19. Birm, Jan 4 at  
 12. Harrison, Birm.  
 Jones, Hugh, Tynwydd, Anglesey, Master Mariner. Adj Dec 17.  
 Dew. Llangefni, Dec 31 at 11. Jones, Menai-bridge.  
 Langford, Joseph, Manch, Chair Maker. Pet Dec 18. Kay. Manch,  
 Jan 12 at 9.30. Kershaw, Manch.  
 Larkin, Wm, Maidenhead, Berks, Cooper. Pet Dec 19. Darvill.  
 Windsor, Jan 2 at 11. Spicer, Gt Marlow.  
 Lilly, John, Leeds, Carter. Pet Dec 14. Marshall. Leeds, Jan 8  
 at 12. Granger & Son, Leeds.  
 Lingard, Ebenezer, Prisoner for Debt, Lincoln. Adj Dec 9. Daubney.  
 Gt Grimsby, Jan 1 at 11.  
 McConnell, Thos, Wolverhampton, Stafford, Licensed Retailer of Ale.  
 Pet Dec 11. Brown. Wolverhampton, Dec 30 at 12. Underhill.  
 Wolverhampton.  
 Mead, Geo Richd, Plymouth, Devon, Coal Merchant. Pet Dec 17.  
 Pearce. East Stonehouse, Jan 6 at 11. Fowler, Plymouth.  
 Monkman, Thos, Wetwang, York, Joiner. Pet Dec 18. Tonge. Gt  
 Driffield, Jan 4 at 11. Allen, Gt Driffield.  
 Moorhouse, Geo, Prisoner for Debt, Manch. Adj Dec 15. Kay.  
 Manch, Jan 12 at 9.30. Law, Manch.  
 Oates, Geo, Penhill-park House, West Wilton, York, Race Horse  
 Trainer. Pet Dec 21. Leeds, Jan 4 at 11. Teale, Leyburn.  
 Onn, John, Newark-upon-Trent, Nottingham, Painter. Pet Dec 19.  
 Newark, Jan 6 at 12. Ashley, Newark-upon-Trent.  
 Parry, Richd, Tylawr, Anglesey, Labourer. Pet Dec 16 (for pau).  
 Williams. Carnarvon, Jan 6 at 11. Turner.  
 Peak, John, Hope-under-Dunmore, Hereford, Farm Bailiff. Pet Dec 18.  
 Robinson. Leominster, Jan 6 at 11. Williams, Monmouth.  
 Perks, Wm, Sharehill, Stafford, Butcher. Pet Dec 12. Tudor.  
 Birm, Jan 4 at 12. Prior, Wolverhampton.  
 Pickhard, Thos, Rawden, York, Painter. Pet Dec 12. Carr. Otley,  
 Dec 31 at 11. Barrett, Otley.  
 Preece, Isaac, Bridgnorth, Salop, Cooper. Pet Dec 4. Smith. Bridg-  
 north, Jan 4 at 12.30. Battoe, Bridgnorth.  
 Rees, David, Merthyr Tydfil, Glamorgan, Shoemaker. Pet Dec 15.  
 Russell. Merthyr Tydfil, Jan 1 at 11. Lewis, Merthyr Tydfil.  
 Rees, Wm, Bridgend, Glamorgan, Beer Retailer. Pet Dec 19. Lewis.  
 Bridgend, Jan 9 at 11. Dixon, Briton Ferry.  
 Richardson, Jas, Landport, Southampton, Tinman. Pet Dec 14.  
 Howard. Portsmouth, Jan 2 at 12. Champ, Portsea.  
 Rippon, Ann, Torquay, Devon, Fruiterer. Pet Dec 19. Pidsley.  
 Newton Abbot, Jan 5 at 11. Carter, Torquay.  
 Sargent, Alex Thos, Plymouth, Devon, Baker. Pet Dec 21. Exeter,  
 Jan 11 at 12.30. Edmonds & Son, Plymouth.  
 Saunt, Thos, Grendon, Warwick, Wheelwright. Pet Dec 18. Baxter.  
 Atherstone, Jan 5 at 11. Tippetts, Atherstone.  
 Sonley, Wm, Todmorden, York, Tailor. Pet Dec 14. Eastwood.  
 Todmorden, Dec 30 at 11. Blomley, Todmorden.  
 Stables, Geo, Hulme, Manch, Joiner. Pet Dec 17. Kay. Manch, Jan  
 12 at 9.30. Ritson, Manch.  
 Stopper, Geo, Bennett, Spalding, Lincoln, Fruiterer. Pet Dec 17.  
 Tudor. Birm, Jan 12 at 11.  
 Thraves, Geo, Nottingham, out of business. Pet Dec 19. Patchitt.  
 Nottingham, Jan 20 at 10.30. Heathcote, Nottingham.  
 Tindall, Geo, Scarborough, York, Auctioneer. Pet Dec 18. Leeds,  
 Jan 4 at 11. Bond & Barwick, Leeds.  
 Turrill, Jeremiah Dawson, Brinklow, Warwick, Cooper. Pet Dec 19.  
 Hull. Birm, Jan 4 at 12. Hodgson & Son, Birm.  
 Tyler, John, Willenhall, Stafford, Plumber. Pet Dec 15. Brown.  
 Wolverhampton, Dec 30 at 12. Best, Wolverhampton.  
 Walker, Wm, Edge-hill, Lancaster, out of business. Pet Dec 18.  
 Lpool, Jan 7 at 12. Nordon, Lpool.  
 Welch, Hy Moses, Bury, Lancaster, Draper. Pet Dec 19. Fardell.  
 Manch, Jan 5 at 11. Anderton, Bury.  
 Wells, Wm, Leeds, Attorney's Clerk. Pet Dec 16. Marshall. Leeds,  
 Jan 8 at 12. Granger & Son, Leeds.  
 Wilson, Wm, Balderton, Nottingham, Baker. Pet Dec 17. Newton.  
 Newark, Jan 6 at 12. Bolk, Nottingham.  
 Wilson, John Wm, Wantage, Berks, Painter. Pet Dec 16. Jotcham.  
 Wantage, Jan 27 at 2. Barnes, Laxborough.  
 Wynne, Thos, Carnarvon, Joiner. Pet Dec 17. Williams. Carnarvon,  
 Jan 6 at 10. Roberts, Carnarvon.

## BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 18, 1868.

Beale, John, Richmond-rd, West Brompton, Builder. Dec 17.  
 Collingbourne, Fredk Hy, High-st, Wandsworth, Pawnbroker. Dec 17.  
 Goodier, Thos, Lpool, Market Gardener. Dec 12.  
 Hanbury, Louisa, Thornton-st, Brixton, no occupation. Dec 10.

TUESDAY, Dec. 22, 1868.

Wilks, John, Swanses, Glamorgan, Butcher. Dec 3.

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